

APP ANNIE SUBSCRIPTION AGREEMENT

This App Annie Subscription Agreement (this “**Agreement**”) governs all access, use and provisioning of the App Annie Services (as defined below) provided to you and/or the business you represent (together, “**Customer**”) under all Orders (as defined below) by and between App Annie and Customer (together the “**Parties**”) whether provided by or through App Annie directly and/or its related entities (including subsidiaries and affiliates) and any authorized resellers, distribution partners and/or other agents as may be applicable; provided, however that this Agreement shall in no event govern the provisioning, access or use of any of the cost-free App Annie products or services that are made available other than through an Order, including those provisioned through mobile applications made available through third party app stores or otherwise (individually and collectively, “**Cost-Free Subscription Offerings**”); instead, the terms and conditions attached to and/or referenced in such cost-free products or services shall solely and independently govern any and all access and/or use by Customer of Cost-Free Subscription Offerings. Customer agrees that, except as otherwise expressly stated herein, this Agreement replaces and supersedes all prior App Annie Subscription Agreements and any other similar agreements between the Parties and will govern all prior, current and future Orders between the Parties for the App Annie Services.

BY ACCESSING AND USING THE SERVICES AND/OR CLICKING AN ACCEPTANCE BOX (IF APPLICABLE) YOU ARE INDICATING YOUR ACCEPTANCE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ARE AGREEING TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, INCLUDING ANY TERM OR CONDITION HEREOF, MAY NOT ACCESS OR USE THE APP ANNIE SERVICES. THIS AGREEMENT MAY BE MODIFIED PERIODICALLY BY APP ANNIE; PROVIDED, HOWEVER, THAT (UNLESS OTHERWISE AGREED UPON BY THE PARTIES), MODIFICATIONS MADE TO THIS AGREEMENT DURING THE TERM OF A PARTICULAR ORDER WILL NOT GO INTO EFFECT UNTIL THE RENEWAL OF SUCH ORDER.

1. APP ANNIE SERVICES

1.1. **DEFINITIONS.** The following definitions, in addition to others provided elsewhere in this Agreement, shall apply:

- 1.1.1. “**App Annie**” means the applicable App Annie entity identified in the applicable Order. For point of reference, typically if the Customer is located in EMEA or APAC, the applicable App Annie entity will be App Annie Europe Limited and if the Customer is located in the Americas then the applicable App Annie entity will be App Annie, Inc..
- 1.1.2. “**App Annie Services**” means, collectively, the Services and the Data.
- 1.1.3. “**Data**” means data provided by App Annie to Customer as part of the App Annie Services.
- 1.1.4. “**Effective Date**” means the effective date of the initial Order by and between the Parties which is typically referenced in the Order as the “Start Date.”
- 1.1.5. “**Order(s)**” means any and all order form(s) executed by and between the parties for App Annie Services at any time.
- 1.1.6. “**Services**” means those products and/or services identified in the applicable Order, which may include access to App Annie’s proprietary cloud-based web offering, API and/or related mobile application offerings (each as applicable based on the Order).
- 1.1.7. “**Term**” means the term of each applicable Order. For clarity, this Agreement shall remain in full force and effect for the duration of the applicable Term (including all renewals thereof) for each Order as indicated therein.

1.2. **LIMITED LICENSE.** Subject to Customer’s timely payment of fees and its compliance with the terms and conditions of this Agreement and each applicable Order, App Annie grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable right to access the App Annie Services and to download, store, and make copies of the Data – all of the

foregoing, solely for Customer's own Internal Use during the Term. "**Internal Use**" as used herein means use of all or any portion of the App Annie Services (which, for clarity, includes the Data and any copies thereof) solely for Customer's internal business purposes; without limiting the foregoing, Customer's access to and use of the App Annie Services (including the Data, whether in piecemeal or aggregate form) specifically excludes (a) access to the App Annie Services by or to anyone other than Customer, (b) use, distribution, sharing and/or communication of the Data, regardless of means or the format thereof to any of Customer's related entities, affiliates, partners, customers, clients, or third party agents, (c) distribution to any other third parties, and (d) public display through a website, portal or any other medium.

1.3. **RESTRICTIONS ON USE.** The rights set out in Section 1.2 do not include the right to, and Customer will not (either directly or indirectly) do, or permit any third party to do, any of the following: (a) copy (except for the limited right to copy for Internal Use only as expressly permitted under Section 1.2), sublicense, rent, lease, barter, swap, resell or commercialize the App Annie Services, in whole or in part (including without limitation from the Data), (b) transfer, transmit, enable or allow access to or use of the App Annie Services, whether in whole or in part (including without limitation from the Data), by any means, to a third party, (c) create external derivative works of the App Annie Services, whether in whole or in part (including without limitation from the Data), (d) use the App Annie Services in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene or otherwise objectionable in App Annie's reasonable discretion, (e) "crawl," "scrape," "spider" or otherwise copy or store any portion of the Services for any purpose not contemplated under this Agreement (e.g., in order to mimic the functionality and/or output of the App Annie Services, in whole or in part), (f) disassemble, reverse engineer, decompile or otherwise attempt to obtain the source code or underlying logic of any portion of the App Annie Services, (g) use the App Annie Services as part of any machine learning or similar algorithmic activity, or (h) publish or distribute the Data, or any portion thereof, publicly or to third parties. Customer agrees to use the Services and the Data in compliance with all applicable laws and regulations, this Agreement, and the Orders.

1.4. **SUPER ADMINISTRATOR.** App Annie will grant administrative authorization privileges to one (1) of Customer's full-time employees (the "**Super Administrator**"). Subject to the terms of this Agreement and any applicable Order, the Super Administrator may, subject to the seat or other usage limitations stated in the applicable Order(s), grant authorization privileges to other current employees of Customer *provided* that such employees must at all times utilize such individual's own email address at one of Customer's pre-approved domains (e.g., @customerdomain.com). The Super Administrator will be responsible for assigning the purchased number of user seats to authorized employees. In no event may users share credentials or authorization privileges with other individuals or with each other and any such violation shall constitute a material breach of this Agreement. If App Annie has a reasonable basis to believe that users are sharing their credentials with other users or individuals, App Annie may, without waiving any other rights or remedies under this Agreement or at law, notify Customer in writing or via email, and Customer will have five (5) business days to either cure such breach of this Agreement or present App Annie with reasonably satisfactory evidence to the contrary. Should Customer fail to timely do either, Customer must promptly submit payment for the cost of the additional user seats (at standard list prices) for all such additional use, the foregoing of which shall be in addition to any other rights or remedies that App Annie may have under this Agreement or at law. The Super Administrator must de-authorize any employees who cease to be employed by Customer within fifteen (15) business days. App Annie may, from time to time, require Customer to confirm whether the email addresses associated with Customer's employees are active and in good standing. Inactivity may result in App Annie suspending such email account(s) from accessing or using the App Annie Services; notwithstanding the foregoing, if Customer thereafter confirms that the suspended email account is in fact associated with a current employee and is active, App Annie will remove such suspension and neither party will be penalized.

1.5. Customer will maintain adequate security measures to protect against unauthorized use of its systems and protect and secure the device(s) through which its users access and/or use the App Annie Services and Data. Customer will ensure that its users will not (a) share any App Annie account credentials (including usernames and passwords) either within the organization or with third parties, (b) obtain, attempt to obtain, access, or use any account information relating to any other App Annie user, or (c) abuse or misuse the API calls to the App Annie Services if any are allocated to Customer pursuant to the applicable Order. Customer is responsible for all activity associated with its App Annie account(s) and with all Data made available to Customer.

2. **OWNERSHIP.** As between the Parties, App Annie owns and shall retain all rights, titles and interests in and to the App Annie Services (both in whole and in part) and all usage data tracked and collected in connection with Customer's use of the App Annie Services and any and all modifications, changes, additions, deletions or improvements thereto, together with any tools, materials, specifications guidelines and any instructions provided by App Annie to Customer, as well as all intellectual property rights in and to the App Annie Services, including, without limitation, all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights therein. App Annie Services are never undertaken or provided to Customer as works for hire as such term is defined under U.S. copyright laws. Any rights not expressly granted to Customer in this Agreement are expressly reserved

by App Annie.

3. PAYMENT

3.1. Each Order sets out the fees payable by Customer for the App Annie Services. If Customer elects to add additional App Annie Services, which may include additional scope, features and/or functionality, additional fees will apply. Any discounts applied to an Order are specific to such Order and will not apply to renewal Orders unless App Annie agrees in its sole discretion. Any App Annie Services provided at no cost (whether via an Order or otherwise) may be withdrawn, and no longer made accessible, at any time with or without notice.

3.2. Customer agrees to pay the fees in accordance with the terms set out in the applicable Order within thirty (30) days of the date of invoice ("**Payment Period**"). Customer must notify App Annie of any disputes in writing within thirty (30) days of receipt of the invoice and provide reasonable detail in such written notice of the basis for such dispute within the Payment Period; otherwise such invoice will be deemed undisputed and due.

3.3. Unless otherwise expressly stated in a particular Order, all payments are due in United States Dollars. Customer will pay all wire, electronic transfer and administrative fees associated with its payment of the fees under this Agreement; such fees may not be deducted from the amount payable to App Annie hereunder. If any invoice amounts are past due and not timely and reasonably disputed, then App Annie may, without limiting its other rights and remedies, suspend the App Annie Services until such amounts are paid in full. If Customer fails to pay undisputed invoices when they fall due, App Annie may charge Customer on the outstanding amount the lesser of 1.5% per month (18% per year) or the highest amount permissible by law. App Annie is also entitled to recover from Customer all costs, expenses and attorneys' fees incurred by App Annie (whether directly or through its agents) to collect past due balances. If App Annie terminates an Order based on breach by Customer (whether such breach is caused by failure to pay or otherwise) and the Term (as defined below) of the Order is for more than one year, then App Annie is also entitled to accelerate payment terms and collect the entire total contract value of the entire Term.

3.4. Customer is responsible all applicable taxes under this Agreement (other than those based on App Annie's income) unless Customer provides App Annie with a properly completed exemption certificate prior to the applicable payment due date. All prices are exclusive of all taxes, duties, VAT, withholdings and other government assessments (if payable and subject to provision of a proper tax invoice). Fees are payable in accordance with the time limits set forth in [Section 3.2](#), notwithstanding any claim or request Customer may have regarding withholding tax or any other regulations, codes or obligations.

4. TERM AND TERMINATION

4.1. This Agreement will become effective on the Effective Date and shall remain in effect for the Term of every Order (including any renewals thereof). Each Order shall remain in effect for the duration of the Term stated therein, and any automatic renewals therefrom, unless and until terminated earlier in accordance with the terms and conditions of this [Section 4](#).

4.2. Customer may not terminate an Order for convenience during its Term. Each Order shall operate for the Term set out in such Order each Order shall automatically renew for the same duration of the then-existing Term unless either party provides the other party with written notice of non-renewal at least ninety (90) days before the expiration of the then-current Term. Non-renewal notifications by Customer must be timely emailed to cancellation@appannie.com and must identify the Customer's name and the corresponding Order number.

4.3. In addition to other rights and remedies set forth in this Agreement, either party may terminate this Agreement if the other party commits a material breach of this Agreement and, if the breach is curable, fails to cure such breach within thirty (30) days (unless otherwise stated in this Agreement) of receiving written notice of such breach. Any notice shall specify in reasonable detail the facts and circumstances constituting the alleged material breach.

4.4. Without limiting its other rights or remedies stated in this Agreement, App Annie may suspend (with or without prior notice) and/or terminate (immediately upon notice) any and/or all Order(s) in the event that Customer or any of its affiliates begin commercially offering products and/or services that display Data including without limitation any mobile app download, revenue and/or usage trends (i.e., anything other than data solely about apps owned and operated by Customer that Customer sources on its own and which is not part of the Data). In the event of such suspension or termination, App Annie's obligations under this Agreement will be deemed to be fully discharged, no refunds will issue, and any unpaid fees under the existing Order(s) for the entire Term shall be immediately due and payable, in addition to any other rights or remedies available to App Annie under this

Agreement or under applicable laws.

4.5. Upon termination of an Order(s) for any reason, App Annie will cease providing the App Annie Services to Customer under the applicable Order(s). If termination was due to Customer's uncured material breach or pursuant to a breach of Sections 1.3, 1.4, 3, 5 or 9.1, Customer must take reasonable steps to delete all Data made available by and/or received from App Annie (and any materials derived from or based on the Data) within five (5) business days after the effective date of termination. Otherwise, Customer may retain and use any Data received prior to termination in accordance with the terms and conditions (including use restrictions) set forth in this Agreement.

4.6. Any provisions that by their nature should survive termination will survive termination, including, but not limited to: Sections 1.1 ("Definitions"), 2 ("Ownership"), 3 ("Payment"), 5 ("Confidentiality"), 7 ("Indemnification"), 8 ("Limitation of Liability"), and 9 ("General Provisions").

5. **CONFIDENTIALITY.** This Section 5 shall replace and supersede any non-disclosure or similar agreement by and between the parties that predates this Agreement.

5.1. "**Confidential Information**" means all information disclosed by a party (the "**Disclosing Party**") during the Term to the other party (the "**Receiving Party**") 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. App Annie's Confidential Information includes, without limitation, the Services and Data, the value-based pricing of the App Annie Services (including the listed price and/or pricing methodology), which shall in no event be shared or otherwise disclosed to any other entity, the terms of this Agreement and any Order (including pricing), business plans, and product designs. Confidential Information does not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party, without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without reference to or use of the other Party's Confidential Information. All Confidential Information is and shall, subject to any right of any other owner, remain the property of the Disclosing Party. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied rights (e.g., under patent, copyright, trademark, or trade secret laws). All rights not expressly granted herein are reserved by the Disclosing Party.

5.2. The Receiving Party will: (a) protect the Disclosing Party's Confidential Information with at least the same degree of care that the Receiving Party uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use the Disclosing Party's Confidential Information for any purpose other than the provision, improvement, or use of the App Annie Services; and (c) limit access to the Disclosing Party's Confidential Information to employees who need that access for purposes consistent with this Agreement and who are bound by confidentiality provisions no less stringent than those set forth herein. The Receiving Party will be liable for compliance with the terms of this Agreement by any employee(s) to whom the Receiving Party discloses any of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party to satisfy applicable laws and lawfully issued orders including, but not limited to, legal demands, requirements, subpoenas, decrees, or orders by a competent court of law or governmental or administrative body; *provided, however*, that in such circumstances the Receiving Party will, to the extent commercially practicable and legally permissible, advise the Disclosing Party in writing prior to such disclosure so that the Disclosing Party has an opportunity to defend, limit, and/or protect against the production or disclosure. Receiving Party will disclose only that portion of the Confidential Information that is required by law or regulation to be disclosed. Receiving Party will exercise all reasonable efforts, at the Disclosing Party's cost, to obtain a protective order or other reliable assurance that confidential treatment will be accorded any Confidential Information required to be disclosed. Without prejudice to any other rights of the Disclosing Party, in the event of an unauthorized disclosure or use of Confidential Information, the Receiving Party will use all reasonable measures to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information. The Receiving Party acknowledges that the Confidential Information is valuable to the Disclosing Party and that any unauthorized disclosure or use may cause irreparable damage to the Disclosing Party. The Receiving Party therefore agrees that money damages alone might not be insufficient and that upon any actual or threatened violation or breach of the obligations herein, the Disclosing Party will be entitled, in addition to any other rights or remedies available to it at law or equity, to seek specific performance or injunctive relief without the posting of a bond.

6. WARRANTIES AND WARRANTY DISCLAIMERS

6.1. Each party represents and warrants that it has full right and authority to enter into this Agreement.

6.2. THE APP ANNIE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND AND APP ANNIE DOES NOT GUARANTEE THE ACCURACY OR AVAILABILITY OF ANY DATA. TO THE FULLEST EXTENT PERMITTED BY LAW, APP ANNIE DISCLAIMS ANY AND ALL OTHER WARRANTIES, (EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.

7. INDEMNIFICATION

7.1. Each party agrees to defend and indemnify the other party from and against any and all losses, liabilities, damages and expenses (and costs, including, without limitation, reasonable fees for attorneys, disbursements and administrative or court costs) that arise directly from any such claim, action or proceeding, which claims, actions or proceedings result from: (a) in the case of Customer, use of the App Annie Services (or any portion thereof) other than as expressly permitted in this Agreement or in an Order or (b) in the case of App Annie, the knowing infringement of any existing third-party United States issued patents.

7.2. The indemnified party will have the right, but not the obligation, to participate in (at its own expense) the defense of any such suit or proceeding. Any indemnity under this Agreement shall only apply to the extent that the indemnified party: (a) notifies the indemnifying party within 30 days, in writing, of first learning about any claim or suit relevant to the indemnity; (b) makes no admissions or settlements without the indemnifying party's prior written consent; (c) allows the indemnifying party complete control over any negotiations or litigation and/or the defense or settlement of such suit or claim; and (d) gives the indemnifying party all information and assistance as it may reasonably require. Notwithstanding the foregoing, App Annie will not be liable for or be obligated to defend any claims arising out of or related to: (v) changes, alterations or modifications to the App Annie Services that have not been pre-approved in writing by App Annie, (w) combination of the App Annie Services with other equipment, data, documentation, services or products (x) use of the App Annie Services by Customer in a manner or for a purpose inconsistent with any term or condition of this Agreement, (y) failure to use an upgrade or replacement version of the App Annie Services when such upgrade or replacement version has been made available by App Annie, or (z) Customer's negligent or fraudulent acts or omissions.

7.3. In the event of a claim, App Annie may, in addition to the foregoing, at its sole option and expense: (a) procure for Customer the right to continue using the App Annie Services under the terms of this Agreement, (b) replace or modify the affected App Annie Services so that they are non-infringing and substantially equivalent in function, or (c) if options (a) and (b) above cannot be accomplished despite App Annie's reasonable efforts, then App Annie may terminate Customer's rights and App Annie's obligations hereunder with respect to the affected App Annie Services.

8. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO CUSTOMERS' OBLIGATIONS TO PAY FEES AND ITS SHARING, REDISTRIBUTION OR OTHER USE THE DATA IN VIOLATION OF THIS AGREEMENT (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES AND (B) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID TO APP ANNIE UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) CALENDAR MONTHS PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY.

9. GENERAL PROVISIONS

9.1. Customer may not assign or otherwise transfer its rights or its obligations arising under this Agreement, in whole or in part to any third party including any affiliate or related entities or by merger, consolidation, operation of law or any other manner without the prior written consent of App Annie. Any attempted assignment by Customer in violation of this Section will be null and void; without limiting the foregoing or any other rights or remedies available under this Agreement or at law, App Annie may, in its sole discretion, terminate this Agreement upon written notice without refunding any amounts paid or prepaid for the App Annie Services, may collect on any fees owing under the Order(s) between the parties for the remainder of the then-current term as well as the value, based on App Annie's standard list prices, of any extended use of the Services by virtue of the unauthorized assignment. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors, heirs and assigns.

9.2. Except as otherwise provided in [Section 4.2](#), any notice or communication contemplated under this Agreement will be in writing and delivered in person, registered mail, or via courier service to the intended recipient and will be deemed effective upon receipt. All notices and communications to Customer will be sent to the address listed on the signature page of this Agreement. All notices and communications to App Annie will be sent to App Annie, 23 Geary Street, Suite 800, San Francisco,

CA 94108, with electronic copies to legal@appannie.com and contact@appannie.com. Either party may change its address by giving the other party notice of the change by email or otherwise in accordance with this [Section 9.2](#).

9.3. [Trademarks](#). All trademarks are the property of their owners. App Annie's word and design marks are trademarks of App Annie, Inc. and its affiliated entities (collectively, the "App Annie Marks"). Customer agrees not to (a) remove any App Annie Marks or any copyright notices that are contained within and/or affixed to the Services (or any portion thereof) or (b) display or use in any manner the App Annie Marks without App Annie's prior written permission. App Annie shall be permitted to line-list Customer as a customer and use Customer's standard logo for App Annie's promotional and marketing use during the Term.

9.4 [Governing Law/Jurisdiction](#). Any dispute arising out of or related to this Agreement and/or any Orders or other contractual documents executed by and between the parties (individually and collectively "Contracts") will be subject to the following: (a) if Customer is based anywhere in the Americas (namely the United States, Canada, Mexico, Central America, South America; the foregoing, as reasonably determined by App Annie based on the location of Customer indicated in the applicable Order) then: (i) the Contracts will be construed in accordance with the laws the United States and the State of California without giving effect to any choice of law principles, and (ii) the courts located in San Francisco, California shall have sole and exclusive jurisdiction to resolve any and all claims or disputes arising out of or in connection with the Contracts; (b) if Customer is based in EMEA (namely, Europe, Russia and the Middle East, as reasonably determined by App Annie based on the location of Customer indicated in the applicable Order) then: (i) the Contracts will be construed in accordance with the laws of England and Wales without giving effect to any choice of law principles, and (ii) the courts located London, England shall have sole and exclusive jurisdiction to resolve any and all claims or disputes arising out of or in connection with the Contracts; and (c) if Customer is located in the APAC region (namely China, Taiwan, Japan, S.Korea, Singapore, India, and any other Asian country as reasonably determined by App Annie based on the location of Customer indicated in the applicable Order): (i) construed in accordance with the laws of Singapore, without giving effect to any choice of law principles, and (ii) the courts located Singapore shall have sole and exclusive jurisdiction to resolve any and all claims or disputes arising out of or in connection with the Contracts.

9.5 [No Waiver](#). Except as expressly stated to the contrary above, the failure of either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

9.6 [Complete Understanding](#). This Agreement, together with all Order(s), constitutes the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. To the extent of any direct conflict or inconsistency between a clause contained in this Agreement and any Order, the terms of such Order shall prevail to the extent of the conflict and all other terms and conditions of both documents shall otherwise remain in full force and effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in any sales quotes, emails, verbal representations, sale or marketing materials, or any other sales or customer pre- or post-order documentation (i.e., exclusive of an Order or amendment thereto, in either case executed by the authorized agents of both parties) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby null and void.

[Last Updated](#): January 31 , 2019