

**Service Subscription Agreement  
For On-Premises or Cloud-Based  
Hosted Services**

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM 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 THE 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.

This Service Subscription Agreement to the Robust Intelligence, Inc. ("RI") solution, and/or associated professional and /or customer services (the "Agreement") and/or any annual renewal of the subscription ("Renewal") retroactive to the first download, or as otherwise provided on an form issued by Robust Intelligence, Inc. to You ("Order Form") governs the Robust Intelligence Services provided or provisioned to You individually and/or on Your company's behalf (individually and collectively, "You," "Your," or "Customer"). The terms of the Agreement then in effect are as of the date upon which You first access RI's services, including the Robust Intelligence Platform ("Robust Intelligence"), AI Firewall, or any other service, limited, fee-bearing, or at no charge, included on Your Order Form, or which may be accessed or downloaded via the web (collectively or individually the "Services"), and thereafter as of each Renewal date, as applicable (each the applicable "Effective Date" with respect to the set of terms then governing at each anniversary respectively). RI may update the Agreement from time-to-time. You must review the Agreement periodically for updates. Please download or print the Agreement as of each such applicable Effective Date so that you have the latest governing terms. The Agreement and the Order Forms do and will govern all of Customer's purchases, access rights, and use of any of the Services. Customer's access to or use of the Services constitutes Customer's acceptance of the Agreement as written upon the applicable Effective Dates or as to the terms then in effect upon a Renewal, applying to the Services covering the Renewal Term. Each You and RI is a party and together you are the Parties to the Agreement, whether or not that term is capitalized.

1. ACCESSING SERVICES.

1.1. Provisioning and Access Rights. Subject to this Agreement, RI will provide You with the Services according to Your Order Form(s) or as otherwise made accessible to You by RI. RI grants You a non-exclusive, non-sublicenseable, nontransferable right to access and use the Services and, in the case of ROBUST INTELLIGENCE, display ROBUST INTELLIGENCE solely during the applicable Agreement Term or Renewal Term. Customer must access and use provisioned Services solely for internal business purposes. RI reserves all rights not expressly granted. You acknowledge that in order to use the Services, You understand that: (a) You must independently have or must independently obtain Internet access, either directly or through devices that access web-based content, as well as browser software that supports protocols used by RI; (b) You must follow logon procedures for the services that support such protocols; and (c) RI assumes no responsibility for the foregoing. Additionally, to the extent that You input data, RI reserves the right to keep such data for training purposes. Furthermore, You acknowledge and agree to such data being processed by other tools.

1.2. Restrictions and Prohibitions. You acknowledge and agree not to: (i) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Services or ROBUST INTELLIGENCE; (ii) modify or create derivative works based on the Services or ROBUST INTELLIGENCE; (iii) create Internet "links" to the Services or "frame" or "mirror" any information or content made available to You by RI; or (iv) reverse engineer or access the Services in order to build a product using features, functions or graphics similar to the Services; (v) copy any features, functions or graphics of any of the Services; (vi) allow pay-for subscriptions to be shared or used by more than one individual customer (except that subscriptions may be reassigned to a new Customer replacing individuals who have

terminated employment or otherwise changed job status or function and no longer need to use the Services for the purposes described in Section 1.1); (vii) use the Services to: (a) send unsolicited or unlawful messages; (b) send or store infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or violative of privacy rights; (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (e) attempt to gain unauthorized access to the Services or its related systems or networks; (viii) submit Customer Data (as defined herein) containing sensitive financial data (e.g. bank account numbers, credit card or debit card numbers, passwords, and other access codes for financial accounts), protected health information subject to protection under the Health Insurance Portability and Accountability Act of 1996, or illegal content (including but not limited to sexual content involving minors); or (ix) provide or disclose to, or permit use of the Services or ROBUST INTELLIGENCE by, persons other than Customer. For avoidance of doubt, YOU ARE STRICTLY PROHIBITED FROM ACCESSING ANY SERVICES IN A MANNER THAT BYPASSES ACCEPTANCE OF THE AGREEMENT.

1.3. Username and Passwords. In accordance you're your Subscription, pursuant to the Order Form, or if downloaded as an app from the web, Customer shall designate an individual or individuals who are authorized to use and were issued a username and allowed to create a unique password by Customer (each an "Authorized User"). Customer acknowledges and agrees that only Authorized Users will have access to the Services using only their specific unique username and password ("User ID"). Each Authorized User is responsible for maintaining the confidentiality of their User ID and login credentials. User IDs shall not be shared or used by more than one individual Authorized User. Customer is and remains fully

responsible for all activities that occur under each Authorized User account. Customer agrees to immediately notify RI of any unauthorized or suspected unauthorized use, or any other breach of security. RI will not be liable for any loss or damage arising from Customer's or any Authorized User's failure to comply with the above requirements. Customer further acknowledges and agrees: (a) it will provide RI with information and other assistance as necessary to enable RI to establish access for the Authorized Users, and will verify all Authorized User requests for access to ROBUST INTELLIGENCE; and (b) it will ensure each unique User ID issued to an Authorized User is used in accordance with the purposes contemplated under this Agreement, including without limitation protecting RI's intellectual property rights and interests; and (c) RI reserves the right to disable or terminate any Authorized User's access to the Services if it is reasonably determined it was used in an unauthorized manner.

1.4. Security/Data Integrity. In consideration of Customer's honoring Section 1.3, RI will maintain reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of electronic data and information submitted by or for Customer to the Services ("**Customer Data**"). For clarity, Customer Data does not include Customer's business contact information, such as business addresses, phone numbers, email addresses, and Customer's contact persons' names used solely to facilitate the parties' communications for administration of the Agreement. RI will not: (a) disclose Customer Data except as compelled or permitted by law or as You expressly permit in writing, or (b) access Customer Data except to provide You the Services, to address technical problems, or otherwise at Customer's request. You acknowledge that it is not feasible for RI to accommodate conflicting data security requirements from multiple of RI's customers; accordingly, RI will use good faith efforts to accommodate Customer's request as and where feasible; however, failure to accommodate Customer's request will not be deemed a breach of this Agreement.

2.0. Professional Services. RI will provide such resources and utilize such RI employees and/or consultants, using the methods and means, all as RI deems necessary to perform Professional Services, if and when available, including customer service, all in accordance with that which is provided in an Order Form or service level customer services agreement. You acknowledge and agree You are authorized to provide Customer information needed for RI to perform the Services.

3.0. CUSTOMER'S RESPONSIBILITIES. Customer must maintain and is responsible for appropriate security, and protection of Customer's environment in which the Services runs if on premises, which may include the use of encryption technology to protect from unauthorized access and use. In all cases, Login credentials and private keys generated by the Services are for Customer's internal use only, and You may not sell, transfer or sublicense them to any other entity or person, except for subcontractors acting in your stead on Customer's behalf. You must: (i) notify RI promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to RI promptly and use reasonable efforts to stop immediately any copying or distribution of ROBUST INTELLIGENCE that is known or suspected by You; and (iii) not impersonate another RI

customer or provide false identity information to gain access to or use the Services. RI will not be responsible for any unauthorized use.

4.0. INTELLECTUAL PROPERTY OWNERSHIP. Pursuant to this Agreement, "**Intellectual Property Rights**" or "**IPR**" means intellectual property rights in and to patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights (regardless of registration, and including applications for registration), know-how, moral rights, trade secrets, confidential and proprietary information, all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world now existing or hereafter arising.

4.1. Robust's Proprietary Rights. ROBUST INTELLIGENCE is an original work of authorship originally created and developed as trade secrets at Robust's expense. As between the parties, Robust owns and retains all right, title and interest in ROBUST INTELLIGENCE and all IPR therein and thereto. Rights of access and use not conferred are expressly reserved by RI. RI makes no representation or warranty with respect to any part of the Service offerings to the extent using, relating to, or arising from access to publicly available models, or open-source software.

4.2. Feedback. Robust welcomes ideas, suggestions and feedback related to Robust products and services and any other aspects of Robust's business ("**Feedback**"). Provision of Feedback is entirely voluntary. If Client elects to provide such Feedback, it shall and does allow Robust to use it for its business purposes in its discretion and its own risk without any payment or accounting to Client, without liability risk to Client so long as Client had not included any confidential information it obtained from a third party in the Feedback.

4.3. Use Restrictions. Client shall not: (i) create improvements to the Services without RI's consent; (ii) reverse engineer, disassemble, decompile, decipher, reconfigure, obfuscate, reformat, alter or reproduce, subject to experimentation or otherwise seek to duplicate the performance characteristics of any of the Services offerings, or any component thereof or attempt to derive the source code contained therein, (iii) remove or alter any proprietary notices, legends, symbols or labels included in ROBUST INTELLIGENCE, whether in machine language or human readable form.

4.4. Use of Aggregated Anonymized Data. You acknowledge and agree that RI may aggregate system performance and usage data across multiple customers, for its internal business use, or for research purposes, provided that the results do not identify You or any individual ("**Aggregated Anonymous Data**"). You acknowledge and agree that the Robust Intelligence name, the Robust Intelligence logo, and the product names associated with the Services and ROBUST INTELLIGENCE are trademarks of RI or third parties, and no license to such marks is granted to You.

5.0. BILLING AND PAYMENT.

5.1. Fees; Payment. You are obligated to pay all applicable fees or charges to Customer's account pursuant to this Agreement and any Order Form you enter into with RI. Except as otherwise agreed, (i) fees are quoted and payable in United States dollars within thirty (30) days of billing, (ii) fees are based on services purchased and data volume used and not actual

usage, (iii) payment obligations are non-cancelable, (iv) fees paid are non-refundable, and (v) the number of subscriptions purchased cannot be decreased during the relevant subscription term written on the Order Form. Renewal rates subject to change.

5.2. Usage Limits; Excess Usage. If an Order Form specifies any limits on the applicable Services, You agree not to exceed such limit(s); otherwise, RI will invoice, and You must pay, for any such excess usage at rates consistent with the applicable Order Form. You may increase usage limits during the Agreement Term; You may not, however, reduce committed usage limits during the Agreement Term unless otherwise agreed to by RI. Customer is responsible for ensuring that use of the Services remains in compliance with this Agreement and within usage limits, as well as ensuring that all fees for such usage are paid to RI.

5.3. Taxes. All fees are exclusive of all taxes, levies, or duties, and You will be responsible for payment of all such taxes, levies, or duties, excluding United States (federal or state) taxes based solely on RI's income. You will pay all fees to free and clear of, and without reduction for, any VAT, withholding, or similar taxes; any such taxes imposed on payments of fees will be Customer's responsibility, and You will provide receipts issued by the appropriate taxing authority to establish that such taxes have been paid.

#### 6.0. TERM; TERMINATION.

6.1. Term; Termination. This Agreement begins on the initial Effective Date, unless earlier terminated as set forth below, and will continue while an Order Form is in effect between the parties. Either party may terminate this Agreement (or Order Form) upon the other party's material breach that remains uncured for thirty (30) days following notice of such breach, except that in the event of a breach of Section 1.2, 1.3, 3, and 9 where termination may be immediate. RI reserves the right to modify, or discontinue Services at the conclusion of Customer's then-current Agreement Term, Renewal Term, or upon an uncured or incurable breach of Agreement.

6.2. Treatment of Customer Data Following Expiration or Termination. Following termination of Customer's account, RI may deactivate Customer's account. Following a reasonable period of not less than thirty (30) days, RI will be entitled to delete Customer's account, including any Customer Data, from RI's "live" site. RI will not be liable to You nor to any third party for any termination of access to the Services.

6.3. Effect of Termination; Survival. Upon expiration or termination of this Agreement: (a) any amounts (including expenses) owed to RI, as well as fees applicable to the duration of the terminated subscription, and other unpaid amounts, will be immediately due and payable; (b) all subscriptions granted under this Agreement and RI's obligation to provide (and Customer's right to access and use) the Services and ROBUST INTELLIGENCE, will terminate; and (c) Sections 1.2, 1.3, 3, 4, 5.2, 5.3, 6.2, 6.3, and 8 through 10 will survive.

6.4. Suspension. RI may suspend Customer's account and access to the Services without liability if: (a) RI has reason to believe that the Services or ROBUST INTELLIGENCE is or may

be used in violation of this Agreement; (b) You fail to make a payment to RI when due; (c) RI reasonably believes that the Services or ROBUST INTELLIGENCE are being accessed or used by third parties without RI's or Customer's authorization; or (d) RI is required to do so by law. If Customer's account remains suspended for period of thirty (30) days or more, RI may terminate Customer's account without notice. If Customer's account is suspended for nonpayment, Customer is responsible for any and all outstanding fees pursuant to applicable Order Form(s).

#### 7.0. REPRESENTATIONS AND WARRANTIES.

7.1. For a period of thirty (30) days following the Effective Date of the initial Term, RI warrants that ROBUST INTELLIGENCE, when used in accordance with the Agreement or available instructions, will conform to RI specifications. You will have thirty (30) days following the commencement of the initial Agreement Term hereunder to notify RI of a claim under the foregoing warranty, in which event RI's entire liability and Customer's sole and exclusive remedy will be for RI to re-perform the Services. Except as provided above, THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ROBUST INTELLIGENCE, INC. SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHERMORE, RI IS NOT RESPONSIBLE FOR, LIMITATIONS, RISKS, AND OTHER PROBLEMS INHERENT IN ELECTRONIC COMMUNICATIONS, NOR DOES RI PROVIDE ASSURANCES AGAINST INTERCEPTION OR UNAUTHORIZED ACTS RESULTING IN LOSS OF OR DAMAGE TO CUSTOMER DATA OR OTHER PROPERTY IN CONNECTION WITH CUSTOMER'S USE OR ACCESS OF THE SERVICES.

7.2. By You. You warrant that the Customer Data: (a) has been obtained lawfully, and does not and will not violate any applicable laws or any third party's proprietary or intellectual property rights; (b) has been and will be collected in accordance with a privacy policy that permits You to collect, use, disclose, transmit, and share such Customer Data as contemplated under this Agreement, and if required by applicable law, pursuant to consents obtained by You to do each of the foregoing. Without limiting RI's other rights and remedies, in the event of a breach of this Section 7.2, You will fully indemnify RI as set forth in Section 8.

#### 8.0. INDEMNIFICATION.

8.1. By RI. RI will defend Customer from and against any and all third party lawsuits to the extent: (a) alleging that the Services infringes or misappropriates any third party's Intellectual Property Rights and will indemnify and hold You harmless from any and all damages, losses, liabilities, costs, expenses, and other amounts to the extent awarded by a court of final jurisdiction relating to such claim, or agreed to in a monetary settlement of such claim. RI will have no

indemnification obligation for infringement or misappropriation claims to the extent arising from: (i) Customer's use of the Services other than as permitted under this Agreement; (ii) the combination of the Services with any third party products, services, hardware, data, content, or business process(s); or (iii) from the modification to ROBUST INTELLIGENCE by any party other than RI. THE FOREGOING IS ROBUST INTELLIGENCE'S SOLE AND EXCLUSIVE OBLIGATION FOR THE THIRD-PARTY CLAIMS DESCRIBED IN THIS SECTION.

8.2. By Customer. You will defend RI from and against any and all third party lawsuits to the extent: (a) alleging that the Customer Data directly infringe or misappropriate any Intellectual Property Rights; (b) arising out of or relating to a breach of this Agreement by You or any of your customers, and will indemnify and hold RI harmless from any and all damages, losses, liabilities, costs, expenses, and other amounts to the extent awarded by a court of final jurisdiction relating to such claim, or agreed to in a monetary settlement of such claim. No settlement may be entered without the consent of RI if such settlement results in any financial obligation by, or prejudice to, RI.

8.3. Indemnity Process. Each party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the claim to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim unless the settlement unconditionally releases the indemnified party of all liability for the claim); (c) providing to the indemnifying party all available information and assistance in connection with the claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense of the claim, at the indemnified party's sole expense (not subject to reimbursement).

8.4. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTIONS 1.2, and 2 (Intellectual Property), SECTION 9 (Confidentiality), SECTION 10.4 (Export Compliance), AND EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER ROBUST INTELLIGENCE'S NOR ITS SUPPLIERS' OR LICENSORS' AGGREGATE LIABILITY WILL EXCEED THE SUMS ACTUALLY PAID BY AND/OR DUE FROM YOU UNDER THE APPLICABLE ORDER FORM(S). EXCEPT FOR A BREACH OF SECTION 1.2, 2, 9, OR, 10.4, NEITHER ROBUST INTELLIGENCE NOR ITS SUPPLIERS OR LICENSORS, NOR YOU, WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR USE) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS SUBSCRIPTION, AND THAT IN THE ABSENCE OF SUCH

LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS SUBSCRIPTION WOULD BE SIGNIFICANTLY DIFFERENT.

9.0. CONFIDENTIALITY. Recipient may use Discloser's Confidential Information solely to perform Recipient's obligations or exercise its rights hereunder. Recipient may not knowingly disclose, or permit to be disclosed, Discloser's Confidential Information to any third party without Discloser's prior written consent, except that Recipient may disclose Discloser's Confidential Information solely to Recipient's employees and/or contractors who have a need to know and who are bound in writing to keep such information confidential pursuant to confidentiality Agreements consistent with this Agreement. Recipient agrees to exercise due care in protecting Discloser's Confidential Information from unauthorized use and disclosure, and will not use less than a reasonable degree of care. The foregoing will not apply to any information that: (i) is in the public domain through no fault of Recipient; (ii) was properly known to Recipient, without restriction, prior to disclosure by Discloser; (iii) was properly, and with authority, disclosed by a third party to Recipient, without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; (v) is expressly permitted to be disclosed pursuant to the terms of this Agreement; or (iv) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that Recipient provides to Discloser prior notice of the intended disclosure and an opportunity to respond or object thereto. "Confidential Information" means this Agreement, ROBUST INTELLIGENCE, RI pricing information, and any other information disclosed by one party ("Discloser") to the other ("Recipient") that may reasonably be understood by them based on the facts and circumstances to have been confidential.

10. GENERAL.

10.1 Audit. During the Term and for twelve (12) months thereafter, upon request and reasonable notice, but in no event later than fifteen (15) days, RI or its representatives shall have the right to audit Client's use of the Services to verify compliance with the terms of this Agreement. Any amounts underpaid will be immediately payable, subject to late fees. Robust reserves the right to any other remedies whether under this Agreement or at law or in equity.

10.2 Assignment. You may not assign this Agreement, by operation of law or otherwise, without RI's prior written approval. Any attempted assignment in violation of the foregoing will be null and void.

9.1. Governing Law; Venue. This Agreement will be governed by California law, without regard to conflicts of law provisions, whether involving contractual or tortious claims. Neither the U.N. Convention of Contracts for the International Sale of Goods nor UCITA will apply.

9.2. Remedies. Except as provided in Sections 7 and 8, the parties' rights and remedies hereunder are cumulative. You acknowledge that the Services and Robust Intelligence contain RI's valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto may result in harm to RI for which monetary damages may be inadequate, and that RI may seek injunctive relief as an appropriate remedy.

10.3. Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Services.

10.4. Export Compliance. Customer acknowledges that the Services may be subject to U.S. and foreign export and import restrictions. Customer will not and will not allow any export or re-export of any part of the Services, or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

10.5. Waiver; Severability. A party's failure to enforce any provision in this Agreement will not constitute a waiver unless in writing. No modification hereof will be effective unless in writing and signed by both parties. If any provision of this Agreement is unenforceable, it will be changed and interpreted to accomplish the objectives of such provision to the extent legally permissible; remaining provisions will continue in full force and effect. However, Sections 8 and 9 will remain in effect notwithstanding the unenforceability of any provision in the Agreement. Neither party will be liable for failure to perform due to causes beyond its reasonable control.

10.6. Electronic Signatures. The documents that comprise this Agreement are agreed as in effect as of the then governing Effective Date and each acknowledged by the parties as a form of an "Electronic Record" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("ESIGN Act")).

10.7. Entire Agreement. This Agreement forms the entire agreement between Customer and RI. It supersedes all prior or contemporaneous negotiations or agreements between the parties regarding its subject matter. Any conflict between the above terms and the terms of other preprinted terms on any Customer purchase order or other Customer-supplied document will have no effect on the terms of this Agreement and are hereby rejected.