INTELLIGENCE2DAY® SOFTWARE SUBSCRIPTION TERMS

Including Telli™ AI | Effective October 30th[th] 2026

By signing an Order, accepting these Terms online, or accessing the Service, Customer agrees to the Agreement. The person accepting represents that they have authority to bind Customer.

1. AGREEMENT AND DEFINITIONS

1.1 Agreement. The "Agreement" consists of these Terms, each Order, the Functionality Description, the Data Processing Terms, and the policies referenced in the Agreement or available at the Comintelli terms and policies page. If there is a conflict, the following order applies: (a) the Order, (b) the Data Processing Terms for Personal Data, (c) these Terms, and (d) other policies. An Order overrides these Terms only where it expressly identifies the provision being changed. Current policies: https://comintelli.com/termsandpolicies/

1.2 Definitions.

- "Affiliate" means an entity controlling, controlled by, or under common control with a party.
- "AI Features" means Telli and other AI functionality in the Service.
- "AI Credits" means metering units for AI Feature usage.
- "Customer Data" means data, content, prompts, files, and other materials submitted to or generated for Customer through the Service.
- "Data Processing Terms" means Comintelli's then-current data processing addendum or Policy on Personal Data, as applicable, available on the policies page.
- "Documentation" means Comintelli's then-current usage guidance and technical documentation.
- "Order" means a signed or accepted order form or online order.
- "Personal Data" has the meaning given by applicable data protection law.
- "Policies" means the Functionality Description, Data Processing Terms, security and privacy policies, acceptable use requirements, and other policies incorporated into the Agreement.
- "Service" means Intelligence2day, AI Features, Cloud Services, Support Services, and any Content Services in an Order.
- "Subscription Term" means the period stated in an Order.
- "Unscheduled Downtime" means Service unavailability not excluded under 8.3 or 8.4.
- "User" means an individual authorized by Customer to access the Service.

1.3 Effective Date. The Agreement starts on the earlier of the date Customer accepts it or first accesses the Service.

2. ORDERS, TERM AND RENEWAL

2.1 Orders. An Order is binding when accepted by Comintelli, including by countersignature, confirmation, delivery of access credentials, or activation of the Service. Purchase orders are for administrative convenience only. Any terms in a purchase order or other Customer form do not apply. Customer's purchase is not contingent on future functionality, product roadmaps, or public statements.

2.2 Subscription Term and Renewal. The Subscription Term starts on the date stated in the Order. Unless the Order says otherwise, it automatically renews for successive 12-month periods, or for the same period if the current term is shorter than 12 months, unless either party gives at least 90 days' written notice of non-renewal.

2.3 Changes in Scope. Added Users, capacity, AI Credits, or other scope will align with the current Subscription Term and be charged at Comintelli's then-current rates unless the Order says otherwise. Reductions take effect only at renewal.

2.4 No Mid-Term Cancellation. A Subscription Term is non-cancellable except where the Agreement expressly provides otherwise. Prepaid Fees are non-refundable in accordance with Section 9.1, including where a permitted cancellation or termination occurs.

3. ACCESS AND USE

3.1 Use Right. During the Subscription Term, Comintelli grants Customer a non-exclusive, non-transferable, worldwide right for Customer and its authorized Affiliates and Users to access and use the Service for internal business purposes, within the scope stated in the Order and Documentation. All rights not expressly granted are reserved.

3.2 User Accounts. Each User account is personal and may not be shared. Customer may reassign an account when a User no longer requires access. Customer is responsible for its Users, account security, and all activity under its accounts, and must promptly notify Comintelli of suspected unauthorized access.

3.3 Restrictions. Customer must not, and must not allow anyone else to:

(a) sell, resell, sublicense, rent, lease, distribute, provide as a service bureau, or otherwise commercially exploit the Service;

(b) give access to anyone other than authorized Users or use shared, false, or misleading identities;

(c) reverse engineer, decompile, disassemble, access non-public source code or APIs, or use the Service to develop or train a competing product or model;

(d) copy, modify, create derivative works from, frame, mirror, or remove proprietary notices from the Service, except as expressly allowed by Documentation;

(e) circumvent security, authentication, license, quota, metering, AI Credit, or other technical limits;

(f) access or use the Service through scraping, robots, scripts, or automated means other than documented MCP, APIs and approved integrations;

(g) upload or transmit unlawful, infringing, deceptive, defamatory, harmful, or malicious content, code, or instructions; or

(h) interfere with the integrity, security, availability, or performance of the Service or impose an unreasonable or abnormal load.

3.4 Customer Responsibilities. Customer must comply with applicable law, obtain all rights and consents required for Customer Data, and ensure its use of the Service and third-party content is lawful. Customer must not submit special-category Personal Data, protected health information, payment card data, or similarly regulated data unless expressly authorized in an Order and covered by appropriate data processing terms.

4. CLOUD SERVICE, QUOTAS AND CHANGES

4.1 Operation and Changes. Comintelli will host, operate, maintain, and update the Service. Comintelli may change its design, technical architecture, providers, models, and features, provided it does not materially reduce the Service's core functionality during a paid Subscription Term.

4.2 Default Capacity. Unless the Order states otherwise, Customer may store up to 100,000 articles and 50 GB of data. If Customer exceeds a limit, it must reduce usage or purchase additional capacity. Comintelli may charge excess usage at then-current rates or limit further intake after reasonable notice. Comintelli will use reasonable efforts to notify Customer near 90% usage, but failure to notify does not waive the limit or related charges.

4.3 News Feed Retention. Items received through RSS, JSON, web feeds, and similar News Feeds are normally deleted 90 days after retrieval if no User has read, commented on, flagged, listed, reported on, or otherwise interacted with the item. A System Administrator may extend retention where that functionality is available.

4.4 Fair Use. The Service is designed for ordinary enterprise use. Comintelli may apply reasonable technical limits, rate limits, or temporary suspension where usage is excessive, abusive, creates a security risk, causes material cost, or may degrade the Service for others.

4.5 Free and Beta Features. Free, trial, preview, alpha, or beta features may be changed or withdrawn at any time and are provided without warranty, service levels, indemnity, or support unless Comintelli states otherwise in writing.

5. TELLI AI

5.1 Input and Output. AI Features generate output ("Output") from prompts, content, and other input supplied or selected by Customer or Users ("Input"). Input and Output are Customer Data. As between the parties, Customer retains any rights it has in Input and Output. AI Features may use technology from subprocessors listed in Comintelli's Data Processing Terms.

5.2 No Model Training Without Permission. Comintelli will not, and will contractually prohibit its AI subprocessors from, using Customer Data, Input, or Output to train or improve general-purpose AI models unless Customer expressly agrees in writing. Comintelli may use aggregated or de-identified telemetry that does not identify Customer or any User to operate, secure, and improve the Service.

5.3 Customer Review and Responsibility. Customer is responsible for Input and for evaluating, verifying, and using Output. Output may be inaccurate, incomplete, non-unique, inconsistent, or unsuitable, and may not reflect Comintelli's or its providers' views. Output is not legal, medical, financial, or other professional advice. Customer must apply appropriate human review before relying on or sharing Output.

5.4 AI Use Restrictions. Customer must not use AI Features to violate law or third-party rights, bypass safeguards, create malicious code, impersonate others unlawfully, generate deceptive or harmful content, or make fully automated decisions with legal or similarly significant effects on individuals without complying with applicable law and meaningful human oversight.

5.5 Telli AI Credits. An Order may include an allowance of AI Credits for a stated usage period. AI Credits are consumption units, not money, and are consumed according to the feature, model, data volume, and computational effort used. Consumption rates will be shown in the Documentation, product, or administration interface.

Unless the Order states otherwise, AI Credits are pooled at Customer account level, reset monthly, do not roll over, are non-transferable and non-refundable, and expire at the end of the applicable period or Subscription Term. When the allowance is exhausted, Comintelli may rate-limit or disable the affected AI Features until the allowance resets or Customer purchases more AI Credits. Overage usage will be enabled and charged only where Customer has expressly authorized it.

Comintelli may prospectively adjust consumption rates or replace models on reasonable notice for new functionality, technical changes, abuse prevention, or material third-party cost changes; the stated included allowance will not be reduced during the current Subscription Term. Customer must not circumvent metering or use shared accounts, bots, scripts, or undocumented APIs to generate abnormal or excessive usage. Any limitation caused by exhausted AI Credits or enforcement of this Section is not Unscheduled Downtime or a breach of the Agreement.

6. THIRD-PARTY CONTENT AND SERVICES

6.1 Third-Party Content. The Service may provide access to public information and content licensed from third parties. Comintelli does not warrant its accuracy, completeness, legality, availability, or fitness for a particular purpose. Customer is responsible for complying with applicable source licenses, copyright restrictions, and permitted-use terms.

6.2 Third-Party Products. Customer may enable integrations (e.g. MCP, APIs), add-ons, or other third-party products. Their use is governed by the provider's terms and may permit the provider to access Customer Data. Comintelli does not control or accept responsibility for third-party products and does not guarantee continued interoperability.

6.3 Content Orders. Commercial content and special content services are subject to the applicable Content Order and any provider-specific restrictions.

7. CUSTOMER DATA, PRIVACY AND SECURITY

7.1 Ownership and License. Customer owns Customer Data. Customer grants Comintelli and its subprocessors a limited right to host, process, transmit, display, copy, and otherwise use Customer Data only as needed to provide, support, secure, and improve the Service in accordance with the Agreement.

7.2 Data Processing and Security. Where Comintelli processes Personal Data for Customer, the Data Processing Terms apply. Comintelli will maintain reasonable technical and organizational security measures, business continuity, and disaster recovery arrangements consistent with its published policies. Comintelli remains responsible for its subprocessors to the extent required by the Data Processing Terms.

7.3 Security Incidents. Each party must promptly notify the other of a known or suspected security incident relevant to the Service. Comintelli will notify Customer of a Personal Data breach without undue delay and as required by the Data Processing Terms and applicable law.

7.4 Return and Deletion. Customer may delete Customer Data during the Subscription Term. On written request, Comintelli will return or delete Customer Data, subject to legal retention requirements and routine backup cycles. If Customer gives no instruction after termination, Comintelli may retain Customer Data for up to 12 months solely to support reactivation and will then delete it. Personal Data remains subject to the Data Processing Terms. Retention, return and deletion of Personal Data are governed by applicable Data Protection Laws and the Data Processing Terms, which prevail over this Section 7.4 in case of conflict

7.5 Termination Assistance. At Customer's request, Comintelli may provide reasonable transition and data export assistance for up to 90 days after termination under a separate statement of work at Comintelli's then-current rates. Continued access after the Subscription Term requires payment of applicable subscription Fees.

8. SUPPORT, AVAILABILITY AND MAINTENANCE

8.1 Support. Customer will provide first-line support to Users and may designate up to three System Administrators to submit Support Requests through the in-product form or designated support email. Support covers diagnosis and correction of Service faults and reasonable administration guidance. Work caused by Customer systems, unauthorized changes, misuse, or matters outside Comintelli's control may be charged at then-current professional services rates.

8.2 Initial Response Targets. For Support Requests received during applicable Business Hours, Comintelli will use commercially reasonable efforts to begin investigation within the following target times. Requests received outside Business Hours are treated as received at the start of the next Business Hour. These are initial response targets, not guaranteed resolution times.

Severity	Impact	Initial response
1 – Critical	Service unavailable to all or most Users, material risk of data loss, and no reasonable workaround.	1 Business Hour
2 – Major	Key functionality unavailable or severely impaired, with material business impact and no reasonable workaround.	4 Business Hours
3 – Minor	Limited impact, few Users affected, or a reasonable workaround exists.	24 Business Hours
4 – Request	Questions, configuration requests, enhancement requests, or minimal business impact.	40 Business Hours

8.3 Availability. The Cloud Service is intended to be available 24 hours a day, 365 days a year, excluding planned or emergency maintenance and outages caused by Customer, third-party products or networks, internet or telecommunications failures, Force Majeure, unlawful activity, or enforcement of usage limits. No service level agreement applies unless stated in an Order.

8.4 Maintenance. Comintelli may perform planned and emergency maintenance. Planned maintenance will normally occur outside applicable Business Hours, and Comintelli will use reasonable efforts to give advance notice. Emergency maintenance may occur at any time and without prior notice where reasonably necessary to protect the Service, security, data, or users. Maintenance is excluded from Unscheduled Downtime.

8.5 Extended Unscheduled Downtime. If Unscheduled Downtime exceeds 10% in each of two consecutive calendar months, Customer may give written notice. If Comintelli does not remedy the issue within 30 days, Customer may terminate the affected Order, subject to Section 9.1.

9. FEES, TAXES AND PAYMENT

9.1 Fees and Invoicing. Customer will pay the Fees specified in each Order. Unless otherwise stated in the Order, Fees are invoiced in advance and payable within 30 days of the invoice date.

Subscription charges are based on the scope purchased and are not reduced by non-use. Except where a refund is required by applicable mandatory law, prepaid Fees properly payable under the Agreement are non-refundable. Cancellation, suspension, expiry or termination by either party does not entitle Customer to a refund or pro-rata repayment, including for any unused portion of a Subscription Term, unused AI Credits or other purchased Service entitlements.

This Section does not otherwise modify Sections 13 and 14 or limit any rights, remedies or liability that cannot lawfully be excluded or limited.

9.2 Taxes. Fees exclude sales, use, value-added, withholding, and similar taxes. Customer is responsible for taxes other than taxes on Comintelli's net income. If withholding is legally required, Customer must provide official evidence of payment and cooperate so Comintelli can claim any available credit.

9.3 Late Payment. Overdue undisputed amounts bear interest at 1% per month or the maximum lawful rate, if lower. Customer will reimburse reasonable collection costs and may not set off amounts owed against claims it may have against Comintelli.

9.4 Invoice Disputes. Customer must notify Comintelli promptly of a good-faith invoice dispute and pay all undisputed amounts when due. The parties will work promptly to resolve the dispute.

9.5 Renewal Price Adjustments. At each renewal, Comintelli may increase recurring Fees by up to the greater of (a) 4% and (b) the percentage increase in the applicable consumer price index during the preceding 12 months. The Harmonised Index of Consumer Prices applies outside North and South America, and the U.S. Consumer Price Index for All Urban Consumers applies in North and South America. Comintelli may apply a larger increase with at least 90 days' written notice. Customer may elect not to renew within 30 days after receiving that notice, even if the ordinary non-renewal deadline has passed. Non-renewal is Customer's sole remedy for a price increase.

9.6 Additional Usage. Additional Users, storage, content, AI Credits, and other usage beyond the purchased scope may be charged at Comintelli's then-current rates as described in the Agreement or applicable Order.

10. CONFIDENTIALITY

10.1 Confidential Information. Confidential Information means non-public information disclosed by or for a party that is marked confidential or should reasonably be understood as confidential, including business, technical, security, pricing, Customer Data, Personal Data, and Service information. It excludes information the receiving party can show was lawfully

known without restriction, received lawfully from another source, made public without breach, or independently developed without use of the disclosing party's information.

10.2 Protection and Use. The receiving party will use Confidential Information only to perform or exercise rights under the Agreement, protect it using at least reasonable care, and disclose it only to personnel, Affiliates, advisers, and subcontractors who need to know it and are bound by confidentiality obligations at least as protective as this Section.

10.3 Required Disclosure. A receiving party may disclose Confidential Information where required by law, but must, where legally permitted, give prompt notice and reasonable assistance so the disclosing party may seek protection.

10.4 Return, Survival and Existing NDA. On request or termination, the receiving party will return or destroy Confidential Information, subject to law and routine backups. These obligations survive for five years after termination and indefinitely for trade secrets and Personal Data. A signed mutual non-disclosure agreement prevails to the extent it is more protective or expressly conflicts with this Section.

11. INTELLECTUAL PROPERTY

11.1 Comintelli Rights. Comintelli and its licensors own the Service, Documentation, software, technology, templates, interfaces, configurations, improvements, and all related Intellectual Property Rights. Customer receives only the rights expressly granted in the Agreement.

11.2 Customer Rights. Customer retains ownership of Customer Data and materials it provides. Customer represents that it has all rights necessary for Comintelli to process them as permitted by the Agreement.

11.3 Feedback. Customer grants Comintelli a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate feedback, suggestions, and enhancement requests without restriction or obligation, provided Comintelli does not identify Customer as the source without permission.

11.4 Branding and Publicity. Comintelli may display "Powered by Intelligence2day" or "Powered by Comintelli" in the Service. Neither party may use the other party's names, logos, or trademarks in external publicity without prior written approval, except as required by law.

12. WARRANTIES AND DISCLAIMERS

12.1 Authority and Compliance. Each party represents that it is validly organized, has authority to enter the Agreement, and will comply with laws applicable to its performance.

12.2 Service Warranty. Comintelli warrants that, when used in accordance with the Agreement and Documentation, the paid Service will operate materially in accordance with the Functionality Description. Comintelli will use commercially reasonable efforts to prevent malicious code from being introduced by Comintelli. Customer's exclusive warranty remedy is for Comintelli to correct or reperform the affected Service or, if that is not commercially reasonable, termination of the affected Order, subject to Section 9.1.

12.3 Disclaimer. Except for the express warranties in the Agreement, the Service, third-party content, AI Features, and Output are provided "as is" and "as available." To the maximum extent permitted by law, Comintelli disclaims all implied warranties, including merchantability, satisfactory quality, title, non-infringement, fitness for a particular purpose, and any warranty that the Service will be uninterrupted, error-free, or meet Customer's business requirements. Comintelli does not warrant the accuracy, completeness, availability, or legality of public or third-party information, or any AI Output.

12.4 Customer-Caused Issues. Comintelli is not responsible for defects or failures caused by Customer or third-party systems, unauthorized modifications, misuse, unsupported configurations, failure to follow Documentation, or use outside the purchased scope.

13. INDEMNIFICATION

13.1 Comintelli IP Indemnity. Comintelli will defend Customer against a third-party claim that the unmodified paid Service, when used as authorized, directly infringes that party's patent, copyright, or trademark, and will pay damages finally awarded or agreed in settlement. This obligation does not apply to claims arising from Customer Data, Input or Output, third-party content or products, open-source components, unauthorized modifications, combinations not supplied by Comintelli, use of a superseded version after an update is available, or use outside the Agreement.

13.2 IP Remedies. If such a claim is likely, Comintelli may procure continued use, modify or replace the affected Service, or terminate the affected Order.

13.3 Customer Indemnity. Customer will defend Comintelli and its Affiliates against third-party claims arising from Customer Data, Customer's breach of Sections 3 or 5.4, or Customer's violation of law or third-party rights, and will pay damages finally awarded or agreed in settlement.

13.4 Procedure. Indemnity obligations require prompt written notice, reasonable cooperation at the indemnifying party's expense, and control of the defense and settlement by the indemnifying party. No settlement may admit fault or impose non-monetary obligations on the indemnified party without its consent, not to be unreasonably withheld.

14. LIMITATION OF LIABILITY

14.1 Excluded Damages. To the maximum extent permitted by law, neither party is liable for lost profits, revenue, savings, goodwill, use, or data, business interruption, or any indirect, incidental, special, consequential, exemplary, or punitive damages, even if advised of their possibility.

14.2 General Cap. Except for the claims listed in Section 14.4, each party's aggregate liability arising out of or relating to an Order will not exceed the Fees paid or payable under that Order during the 12 months preceding the first event giving rise to liability.

14.3 Special Cap. Comintelli's aggregate liability for breach of confidentiality, the Data Processing Terms, or its security obligations, and amounts payable under Section 13.1, will not exceed two times the amount stated in Section 14.2.

14.4 Uncapped Claims. The exclusions and caps do not limit Customer's payment obligations, Customer's breach of Sections 3.3 or 11, either party's fraud, willful misconduct or gross negligence, death or personal injury caused by negligence, or liability that cannot lawfully be limited.

14.5 Application. These limitations apply regardless of the legal theory and even if a limited remedy fails of its essential purpose.

15. SUSPENSION AND TERMINATION

15.1 Suspension. Comintelli may suspend access to all or part of the Service if: (a) undisputed payment remains overdue 30 days after written notice; (b) Customer breaches the use restrictions or applicable law; (c) Customer's use creates a security risk, excessive load, excessive third-party cost, or material harm; (d) suspension is required by law or a critical provider; or (e) Customer fails to cooperate in resolving such an issue. Comintelli will give notice where reasonably practicable and restore access promptly after the issue is resolved. Fees continue during suspension caused by Customer.

15.2 Termination for Cause. Either party may terminate the Agreement or an affected Order if the other party materially breaches it and does not cure the breach within 30 days after written notice, or immediately if the breach cannot be cured. Either party may terminate if the other ceases business, becomes insolvent, or enters bankruptcy or similar proceedings not dismissed within 60 days.

15.3 Trials. Comintelli may suspend or terminate a free or trial account at any time.

15.4 Effect of Termination. On expiry or termination, Customer's access ends and all accrued amounts become due. Prepaid Fees remain non-refundable in accordance with Section 9.1. Sections intended by their nature to survive will survive, including confidentiality, intellectual property, payment, indemnity, liability, and dispute provisions.

16. CHANGES TO TERMS AND POLICIES

16.1 Updates. Comintelli may update these Terms and the Policies by publishing the revised version and notifying Customer. For paid subscriptions, material changes take effect at the next renewal.

During a current Subscription Term, Comintelli may make changes reasonably necessary to comply with applicable law, address security risks, meet binding requirements of a critical third-party provider, or reflect new or changed Service functionality. Comintelli will give at least 30 days' prior written notice of material changes, identifying the changes and their effective date. Where legal, security or critical-provider requirements necessitate shorter notice, Comintelli will give as much advance notice as reasonably practicable.

If a change materially reduces Customer's contractual rights during a current Subscription Term, Customer may terminate the affected Order by written notice within 30 days after receiving notice of the change. Termination takes effect when the change becomes effective or, if later, when Comintelli receives Customer's termination notice. Termination is Customer's sole contractual remedy for that change. Prepaid Fees remain subject to Section 9.1.

16.2 Order Amendments. An Order may be amended only in writing by authorized representatives of both parties.

17. CONTRACTING ENTITY, GOVERNING LAW AND DISPUTES

17.1 Contracting Entity. The applicable Comintelli entity, law, arbitral seat, currency, and Business Hours depend on Customer's domicile:

(a) North or South America:

- Comintelli Inc., 680 N Lake Shore Dr, Chicago, IL 60611, USA;
- Illinois law; arbitral seat Chicago;
- Order currency USD;
- Business Hours 09:00–17:00 Central Time on Illinois business days.

(b) Rest of world:

- Comintelli AB, Vasagatan 28, SE-111 20 Stockholm, Sweden;
- Swedish law; arbitral seat Stockholm;
- Order currency EUR;
- Business Hours 09:00–17:00 CET/CEST on Swedish business days.

17.2 Negotiation. Before starting formal proceedings, the parties will have representatives with authority attempt in good faith to resolve the dispute for at least 20 Business Days, except where urgent interim relief is needed.

17.3 Arbitration. Any dispute arising from the Agreement will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator. The seat is stated in Section 17.1, the language is English, and the award is final and binding. Either party may seek interim or injunctive relief from a court of competent jurisdiction for confidentiality, data protection, security, or intellectual property matters.

17.4 CISG. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18. GENERAL

18.1 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control and without its fault, except Customer's obligation to pay amounts due. The affected party must give prompt notice and use reasonable efforts to mitigate. Either party may terminate an affected Order if the event continues for more than 45 days.

18.2 Assignment. Customer may assign the Agreement in its entirety to an Affiliate or successor in a merger, reorganization, or sale of substantially all relevant assets, on written notice and written assumption of all obligations. Other Customer assignments require Comintelli's prior written consent. Comintelli may assign the Agreement to an Affiliate or in connection with a merger, financing, reorganization, or sale of its business or assets.

18.3 Usage Verification. On reasonable notice, no more than once in any 12-month period unless Comintelli reasonably suspects non-compliance, Customer will provide records reasonably necessary to verify compliance with purchased scope and usage limits. Comintelli will minimize disruption and protect Customer Confidential Information. Customer must promptly pay for excess use at then-current rates and, if excess use exceeds 5%, reasonable audit costs.

18.4 Notices. Notices must be in writing and sent to the contacts in the Order and, for Comintelli, the address in Section 17.1. Email is sufficient for operational notices. Notices of termination for cause, indemnity claims, or alleged breach must be delivered by confirmed email, recognized courier, or personal delivery.

18.5 Compliance. Each party will comply with applicable anti-corruption, export control, sanctions, and trade laws. Customer must not permit access to the Service from prohibited jurisdictions or by restricted persons.

18.6 Entire Agreement. The Agreement is the entire agreement about its subject matter and supersedes prior or contemporaneous proposals, statements, and agreements on that subject. Headings are for convenience, and "including" means "including without limitation."

18.7 Relationship, Severability and Waiver. The parties are independent contractors. The Agreement creates no partnership, agency, fiduciary duty, or third-party beneficiary. If a provision is unenforceable, it will be limited to the minimum extent necessary and the remainder remains effective. A waiver must be in writing and applies only to the specific instance.

18.8 Electronic Execution. Orders and the Agreement may be accepted and signed electronically and in counterparts, each of which is deemed an original.