

End User Agreement

PLEASE CAREFULLY READ THIS END USER AGREEMENT (“AGREEMENT”) BEFORE ACCEPTING THE TERMS. THE AFFIRMATIVE ACT OF CLICKING ‘ACCEPT’, USING THE PRODUCT(S) OR EXECUTING AN ORDER WITH WITNESSAI, INC. (“WAI”) OR ITS AUTHORIZED PARTNERS MEANS YOU ACCEPT THE PRODUCTS, AND AGREE TO BE BOUND BY THIS AGREEMENT AS OF THAT DATE (“EFFECTIVE DATE”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY (THE “CUSTOMER”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND CUSTOMER MAY NOT USE THE PRODUCT(S). CUSTOMER MAY HAVE A WRITTEN AND SIGNED CONTRACT WITH WAI THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

IF CUSTOMER IS EVALUATING THE PRODUCT(S) FOR COMMERCIAL USE, THEN THE TERMS OF THE WITNESSAI EVALUATION AGREEMENT AVAILABLE AT <https://witness.ai/evaluation-agreement/> MUST BE REVIEWED AND ACCEPTED BEFORE USE OF THE PRODUCT(S). IF THE EVALUATION AGREEMENT IS

APPLICABLE TO CUSTOMER'S USE, THEN BETWEEN THE EVALUATION AGREEMENT AND THIS AGREEMENT, THE EVALUATION AGREEMENT CONTROLS.

THIS AGREEMENT MAY BE PERIODICALLY UPDATED AND YOUR SUBMISSION OF ORDERS AFTER SUCH REVISION IS POSTED HERE CONSTITUTES YOUR ACCEPTANCE OF ITS UPDATED TERMS.

1. DEFINITIONS

1.1. "Confidential Information" means any and all information or materials provided by or on behalf of a party ("Discloser") to the other party ("Recipient"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Customer Data shall be deemed Confidential Information of Customer, and Products and Documentation shall be deemed Confidential Information of WAI.

1.2. "Customer Data" means the data uploaded by or on behalf of Customer to the SaaS.

1.3. "Deployment Services" means configuration, training, implementation, consulting and other services for Customer's Product environment outlined in the applicable Order.

1.4. "Documentation" means WAI's published user and administration manuals, including updates thereto, made generally available by WAI to its customers regarding the Product.

1.5. "Order(s)" means the purchase order or other similar ordering document issued by Customer or a WAI channel partner on Customer's behalf and accepted by WAI for purchasing of a Subscription hereunder and obligating Customer for the associated fees.

1.6. "Personal Data" means all data which is defined as "Personal Data," "Personal Information," or similar terms under applicable law and to the extent such is included in Customer Data.

1.7. "Product(s)" means the provision of proprietary software or SaaS set forth in an Order, which includes updates and upgrades thereto which WAI makes generally available to WAI customers at no charge.

1.8. "SaaS" means proprietary Software delivered as a cloud-based service hosted by or on behalf of WAI, as identified in the

applicable Order.

1.9. "Support" means ongoing maintenance and technical support services for SaaS as set forth at <https://witness.ai/support-terms/>.

1.10. "Subscription" means collectively Products, Support, and Deployment Services purchased by Customer, and the associated Documentation, for the Subscription Term and fees set forth in the applicable Order.

1.11. "Subscription Term" means the period that Customer has a right to use the Subscription as set forth in the applicable Order, including the Initial Term and any Renewal Term(s).

1.12. "Taxes" means any and all customs, fees, duties, levies, imposts, national and local taxes (other than taxes based on WAI's income), withholding tax, or similar governmental charges, and any related penalties and interest arising from any payments due to WAI under this Agreement or provision of the Subscription.

2. RIGHTS AND RESTRICTIONS

2.1. Product License. Subject to the terms and conditions of this Agreement, WAI hereby grants to Customer a non-exclusive, non-transferable (except as permitted in Section 10.5 (Assignment)), non-sublicensable license to perform and display, and/or access the Product, in object code form only for its internal business purposes, subject to the Subscription Term and limitations set forth in the applicable Order.

2.2. Restrictions. Except as may be expressly permitted by applicable law, Customer agrees not, and not to permit or authorize third parties, to: (i) disassemble, decompile, reverse engineer or compile, or otherwise attempt to discern the source code, interface protocols or underlying structure or algorithms of Products; (ii) modify, copy, translate, adapt, alter, or create derivative works from the Products and Documentation; (iii) distribute, sublicense, lease, rent, loan or otherwise transfer the Products or Documentation to any third party; (iv) use the Products other than as described in the Documentation, this Agreement, and applicable Order; (v) use the Products in any way that violates applicable law, promotes illegal activity, or violates, misappropriates, or infringes any rights of any third party or WAI; (vi) use the Products in any time-sharing, outsourcing, service bureau, hosting, application service provider, or managed service provider environment or otherwise commercially exploit the Products or Documentation; (vii) access the Product or Documentation for the purpose of building a product or service that competes with WAI; (viii) attempt to circumvent or disable any security, licensing, or other control of the Product or disrupt the integrity or performance of the Products or third party data contained therein; (ix) remove, alter, or obscure the proprietary

rights notices of WAI or its suppliers contained on or within the Products or Documentation; and (x) use the Products to store or transmit malicious code. Customer will not, without WAI's prior written approval, provide any Customer Data subject to HIPPA or requiring PCI compliance. Customer is solely responsible for maintaining the confidentiality of administrator and logon identifications, passwords, and account information. Customer is responsible and for its and its authorized users' compliance with this Agreement.

2.3. Support and Deployment Services. During the Subscription Term, WAI agrees to provide Support for the SaaS and SaaS shall operate in conformance with the terms set forth in the Service Level Agreement available at <https://witness.ai/service-level-agreement/>, unless otherwise set forth in the applicable Order. Deployment Services shall be provided for terms and fees agreed to in an Order. WAI shall have no responsibility to provide Support or Deployment Services for Products: (i) modified or altered by Customer or any third party if not at the express, written direction of WAI; (ii) when support is required due to failure by computer hardware, equipment or software not provided or maintained by WAI; or (iii) when support is required due to accident, neglect, misuse or improper use.

2.4. Data Security. WAI shall maintain industry-standard technical and organizational measures designed to protect the privacy and security of Customer Data in its possession. Where WAI hosts Personal Data, the parties agree to comply with the Data Processing Agreement available at <https://witness.ai/data-processing-addendum/>, which is incorporated herein by reference. Customer is responsible for the accuracy, quality, integrity and legality of Customer Data and the means by which Customer acquired Customer Data. Customer agrees to be responsible for maintaining back-up on all Customer Data.

2.5. Customer Data Usage. Customer shall provide WAI, in the form and format and on the schedule specified by WAI, all Customer Data reasonably required for WAI's performance hereunder. Customer agrees that WAI may create, extract, or otherwise generate statistics and other general usage information and to otherwise compile, synthesize and analyze Customer Data and use Customer Data internally for improvement of the Products; provided that the output of any such use by WAI will not identify Customer or any Personal Data.

3. OWNERSHIP

3.1. WitnessAI Rights. As between the Parties, except for any license granted to Customer in Section 2.1, WAI and its licensors own and retain all right, title, and interest to all Products, Documentation, Confidential Information of WAI, and other

intellectual property created, used, or provided by WAI for the purposes of this Agreement. There are no implied licenses, and all rights not expressly granted hereunder are reserved to WAI and its licensors.

3.2. Customer Rights. As between the Parties, Customer retains all rights, title and interest in and to Customer Data. WAI shall use Customer Data solely for the purposes of delivering the Products and Support and performing its rights and obligations under this Agreement.

3.3. Feedback. If Customer provides WAI any feedback, recommendation, suggestion, or comment concerning Products ("Feedback"), WAI is free to use such Feedback, excluding any Customer Confidential Information therein, without obligation or restriction.

4. PAYMENT AND FEES

4.1. Fees. In consideration of the Subscription provided to Customer, Customer agrees to pay all invoices issued for this Agreement as set forth in an accepted Order. Fees set forth in an Order are non-cancelable, non-exchangeable, and non-refundable (except as expressly set forth in Section 8.3). WAI may immediately suspend all or any portion of the Subscription if Customer fails to make overdue payment within ten (10) business days after WAI has provided Customer with written overdue notice (which may be provided by email) of such failure.

4.2. Channel. For payments to a WAI channel partner, payment terms shall be as agreed to by Customer and said channel partner.

4.3. Direct. This Section 4.3 shall apply only for payments directly to WAI. Customer's payment obligations shall accrue upon WAI's acceptance of an Order. Unless otherwise specified in WAI's quote for the applicable Order, fees shall be invoiced on the date an Order is accepted and be paid in U.S. dollars within thirty (30) days of the date of invoice. Any amount not paid when due will be subject to a late charge of one and a half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer agrees to reimburse any costs or expenses (including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs) incurred by WAI to collect any amount not paid when due. If Customer believes WAI has invoiced Customer incorrectly, Customer must notify WAI thereof (which may be by email) no later than 30 days after the date of invoice, otherwise the invoice amount shall be conclusively deemed correct by the parties.

4.4. Taxes. For payments to WAI, Customer shall be responsible for payment of all Taxes invoiced by WAI. Customer shall make all payments to WAI free and clear of, and without reduction for, any Taxes so that amounts received by WAI after Taxes will be equal to the amounts required under this Agreement if no Taxes were due on such payments. Customer shall provide WAI with official receipts issued by the appropriate taxing authority, or such other documentary evidence that WAI may reasonably request, to establish such Taxes have been paid.

5. TERM, RENEWAL, AND TERMINATION

5.1. Term. This Agreement will enter into effect upon the Effective Date and continue until terminated by either party as expressly permitted by this Agreement. The term for a Subscription shall begin on the date of an Order, if not otherwise specified in said Order or quote referenced by said Order and continue for the length of time specified in said Order (if no such term is indicated in the Order the term shall be for one year) unless earlier terminated as expressly permitted by this Agreement (the "Initial Term"). Customer may renew for the term specified in an Order (each a "Renewal Term") by issuing such Order prior to the end of the then-current Subscription Term.

5.2. Termination. Either party has the right to terminate this Agreement immediately upon written notice if: (i) there is no active Subscription; or (ii) the other party materially breaches this Agreement (including breach of obligation to make payments when due) and fails to cure such breach within thirty (30) days after it provides written notice of breach. Notwithstanding the foregoing, WAI shall have the right to terminate or suspend this Agreement immediately upon written notice if Customer breaches Section 2.2 (Restrictions) or 3 (Ownership).

5.3. Effect of Termination. Upon any termination of this Agreement, all licenses granted hereunder shall immediately terminate and the parties shall return or destroy all copies of the other party's Confidential Information. Customer shall have the right, for a period of ten (10) days following expiration or termination of the Agreement for any reason to access the SaaS environment in order to remove its Customer Data. Thereafter, WAI shall have the right to delete all Customer Data. Sections 1 (Definitions), 2.2 (Restrictions), 3 (Ownership), 4 (Payment and Fees), 5.3 (Effect of Termination), 6 (Confidentiality), 7.3 (Disclaimer), 9 (Limitation of Liability), 10 (General), and any payment obligations that accrued prior to termination of this Agreement shall survive any such termination.

6. CONFIDENTIALITY

6.1. Protection. Recipient agrees to: (i) use the same degree of care to protect Confidential Information that it uses to protect its own information of like kind, but in no event less than reasonable care; (ii) not use Confidential Information except to perform its right and obligations under the Agreement; (iii) limit disclosure of Confidential Information to those of its employees, contractors, agents, and professional advisors with a bona fide need to know the specific Confidential Information for performance of its obligations or exercise of its rights under this Agreement, provided any such persons have been instructed of the confidential nature and are bound by obligations of confidentiality no less stringent than those herein.

6.2. Exclusions. The obligations set forth in this Section 6 shall not apply to any Confidential Information that Recipient can demonstrate: (i) was in its possession without restriction at the time of disclosure; (ii) is or becomes public other than as a result of any improper action or inaction of Recipient; (iii) is subsequently received by Recipient without restriction from a third party having the legal right to make such disclosure; or (iv) is independently developed by Recipient.

6.3. Required Disclosures. To the extent Recipient is ordered by a court, administrative agency or other governmental body of competent jurisdiction to disclose Confidential Information ("Obligation"), or if served with or otherwise becomes aware of a motion or similar request that such an Obligation be issued, Recipient may disclose Confidential Information required to be disclosed by such Obligation if Recipient: (i) moves for or otherwise request a stay of such Obligation to permit Discloser to respond if an already-issued Obligation calls for immediate disclosure; (ii) immediately notifies Discloser of the Obligation (to the extent legally permitted); (iii) provides reasonable assistance, at Discloser's cost; (iv) does not oppose a motion or similar request by Discloser for an order protecting confidentiality; and (v) exercises reasonable efforts to obtain assurance that confidential treatment will be accorded Confidential Information so disclosed

6.4. Injunctive Relief. The parties agree that a breach of this Section 6 may cause immediate and irreparable harm for which monetary damages would be an inadequate remedy and therefore, in addition to any other remedies available at law or hereunder, Discloser shall be entitled to seek equitable relief, including injunctive relief, from any court having jurisdiction, to protect its rights and interests pursuant to this Section.

7. WARRANTIES AND DISCLAIMER

7.1. Product. WAI warrants that during the Subscription Term the Products, when used as permitted under this Agreement and in

accordance with the Documentation, will perform substantially as described in the Documentation. If the Product fails to conform to the foregoing warranty, WAI shall, as its sole obligation for breach of this warranty, correct any reproducible nonconformity in the Product reported in writing by Customer to WAI during the applicable Subscription Term.

7.2. Services. WAI represents it and its contractors and agents have the necessary knowledge, skill, expertise, and training to provide the Support and Deployment Services, and shall carry out all Support and Deployment Services in a diligent, prompt, and professional manner.

7.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SUBSCRIPTION IS PROVIDED "AS IS" AND WAI EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE SUBSCRIPTION AND ALL MATERIAL OR SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING WAI DOES NOT WARRANT THAT ACCESS TO SAAS WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. WAI EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF ANY PRODUCT.

8. INDEMNIFICATION

8.1. Indemnification by WAI. WAI shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of Products as permitted hereunder infringes or misappropriates the intellectual property rights of a third party ("Claim") and WAI shall indemnify Customer for any related loss, liabilities, damages costs and expenses (including reasonable attorney's fees incurred) finally awarded against Customer by a court of competent jurisdiction or agreed to in settlement for a Claim.

8.2. Exclusions. WAI will have no obligation under this Section 8 to the extent any Claim arises from or relates to: (i) any modifications to the Products not created by or at the express direction of WAI; (ii) combination of Product with other products or services where such combination is the object of the Claim; (iii) use of Products for purposes not intended or outside the scope of the license granted to Customer; or (iv) Customer's failure to use Products in accordance with WAI's instructions, if infringement or misappropriation would not have occurred but for such failure.

8.3. Mitigation. If any element of the Product is, or in WAI's reasonable opinion is likely to become the subject of a Claim, then WAI may, at its sole option: (i) procure the continuing right of Customer to use the Product; (ii) replace or modify the Product in a manner such that it is no longer infringing but maintains substantially the same functionally; or (iii) terminate Customer's right to use all or part of the Product in exchange for a pro-rated refund of any prepaid fees for the terminated Product.

8.4. Indemnification by Customer. Customer shall defend WAI against any claim, demand, suit, or proceeding made or brought against WAI by a third party alleging Customer Data, or Customer's use of the Products in violation of this Agreement, infringes, violates, or misappropriates the intellectual property or personal rights of a third party, and shall indemnify WAI for any related loss, liabilities, damages costs and expenses (including reasonable attorney's fees incurred) finally awarded against WAI by a court of competent jurisdiction or agreed to in settlement.

8.5. Procedure. Indemnified party must: (i) promptly give indemnifying party written notice of the claim, demand, suit, or proceeding for which indemnity is claimed ("Suit"); (ii) give indemnifying party sole control of the defense and settlement of the Suit (provided indemnifying party may not settle any Suit unless the settlement unconditionally releases indemnified party of all liability); and (iii) provide all reasonable assistance, at indemnifying party's expense. This Section 8 states Customer's sole and exclusive remedy and WAI's entire liability for infringement or misappropriation of any third-party intellectual property rights arising from or related to this Agreement.

9. LIMITATIONS OF LIABILITY

9.1. DAMAGES. EXCEPT FOR ANY INFRINGEMENTS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING BREACH OF SECTIONS 2.2 OR 3), CUSTOMER'S PAYMENT OBLIGATIONS (SECTION 5), EACH PARTY'S INDEMNITY OBLIGATIONS (SECTION 8), IN NO EVENT, WHETHER ARISING FROM OR RELATED TO THIS AGREEMENT, IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL:

1. EITHER PARTY HAVE ANY LIABILITY FOR LOST PROFITS, REVENUE, OR DATA, OR SECURITY BREACH, GOVERNMENTAL FINE, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR

2. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY, EXCEED THE TOTAL OF ALL FEES PAID BY CUSTOMER PURSUANT TO SECTION 4 DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY. THIS LIMITATION IS CUMULATIVE AND SHALL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.

9.2. ACKNOWLEDGEMENT. THE PARTIES AGREE THAT EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES: (I) REFLECTS THE ALLOCATION OF RISKS IN THIS AGREEMENT AND THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS; AND (II) WILL APPLY EVEN IF ANY EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS ALLOCATION OF RISK IS REFLECTED IN THE PRICING OFFERED BY WAI TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT. THE DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND NOTHING IN THIS AGREEMENT PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

10. GENERAL

10.1. Relationship. The Parties are independent contractors under this Agreement and neither party shall have authority or purport to, enter into any contract or commitment on behalf of the other party. No joint venture, partnership, agency, or other relationship shall be created or implied as a result of this Agreement.

10.2. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by and construed solely in accordance with the laws of the State of California, notwithstanding any conflict of law principles that would require application of the laws of a different jurisdiction. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods, Uniform Computer Information Transactions Act (UCITA), or similar federal laws or regulations enacted, to the extent allowed by law, shall not apply to this Agreement. In any

action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees.

10.3. Government Use Restrictions. The Product is comprised of "commercial items", "commercial computer software", and "commercial computer software documentation" as such terms are defined in FAR 2.101 and DFARS 252.227-7014(a)(1). The Product is provided to any federal, state or local government agency only subject to the terms and conditions of this Agreement and such additional terms as agreed by the parties in a properly executed writing and which are consistent with the policies set forth in: (a) 48 C.F.R. 12.212 (for civilian agencies); or (b) 48 C.F.R. 227.7202-1 and 227.202-3 (for units of the Department of Defense).

10.4. Compliance. Each Party shall comply with all laws applicable to its respective activities under this Agreement. Both Parties shall comply with the U.S. Export Administration Regulations, where applicable, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

10.5. Assignment. Neither party may assign this Agreement (whether expressly, by implication, or by operation of law) or delegate any of its rights or obligations under this Agreement (in whole or in part) to any third party, without the prior written consent of Customer. Notwithstanding the foregoing, WAI may assign this Agreement in whole together with all rights and obligation under this Agreement, without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. WAI may use affiliates or other third party contractors in the ordinary course of business to perform its duties under this Agreement, provided WAI remains responsible for their performance. Any purported transfer, assignment, or delegation in violation of this Section shall be null and void when attempted and of no force or effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns.

10.6. Notices. Except as otherwise provided herein, all notices under this Agreement shall be sent to the addresses listed herein by email (if permitted), personal delivery, national express courier with tracking, or certified or registered mail return receipt requested. Notice is deemed given, respectively, on the date of email, personal, or courier delivery, and four (4) business days after mailing. Either party may change its notice address upon notice to the other party.

10.7. Force Majeure. Neither party shall be liable hereunder by any reason of delay or default in performance hereunder (except payment of money) on account of: (i) any provision of any present or future law, regulation, or restriction that applies to the subject matter hereof; or (ii) strike, shortage, riot, insurrection, fire, flood, storm, explosion, act of God, war, government action, acts of terrorism, earthquake, power outage or any other conditions beyond its reasonable control.

10.8. Amendments; Waiver. The Agreement may not be amended, modified, or otherwise changed in any way except by a written instrument signed by the authorized representatives of each party, which for clarity does not include email communication. No waiver of any terms or conditions of this Agreement shall be valid or binding on a party unless such party makes a waiver in hardcopy writing signed by an authorized representative of that party. Waiver or failure to enforce any provision of this Agreement does not waive any other breach nor in any way affect the party's ability to enforce each and every provision thereafter.

10.9. Severability. Should any provision of this Agreement hereof be found or held to be illegal or otherwise unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining portions.

10.10. Construction; Counterparts. The headings of Sections of this Agreement are included solely for convenience or reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. As used in this Agreement, the word "including" means "including but not limited to." Each party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party does not by itself waive such party's right to exercise its other rights and remedies available at law or equity. This Agreement may be executed in counterparts. For purposes of executing this Agreement, a ".pdf" image delivered via email of an executed copy of this Agreement will be deemed an original.

10.11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the

subject matter hereof. This Agreement shall take precedence over any conflicting, additional, or inconsistent terms and conditions accompanying any purchase order or similar document submitted by Customer to WAI.

10.12. Authorization. Each party represents that the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter this Agreement on behalf of such party