

Enterprise Terms of Service

On this page:

- [01]1. Definitions
- [02]2. Access and Use
- [03]3. Content Rights; Intellectual Property
- [04]4. Security and Privacy
- [05]5. Payment and Billing
- [06]6. Confidentiality
- [07]7. Term and Termination
- [08]8. Warranty Disclaimer
- [09]9. Indemnification
- [10]10. Limitations of Liability
- [11]11. Dispute Resolution and Mandatory Arbitration
- [12]12. Miscellaneous

Last Updated: April 03, 2025

These Platform Terms of Service (“Terms”) govern the relationship between Cognition AI (“Cognition”, “we”, “us”) and the entity or person (“Customer”, “you, “your”) using or accessing Cognition’s software-as-a-service Enterprise offerings (“Services”). Please carefully read these Terms, along with our Privacy Policy, which outlines how we handle your data. These Terms refer to and incorporate any written purchase document executed by you and Cognition (“Order Form(s)”) signed by you and Cognition. Together with the Terms, the Privacy Policy and Order Forms form a single binding agreement between you and Cognition (the “Agreement”). Throughout these terms, Authorized User means your employees, consultants, and agents (i) who are expressly authorized by you to access and use the Services under and in accordance with the rights granted to you pursuant to this Agreement; and (ii) for whom access to the Services has been purchased.

You agree that by accessing the Services, you have read, understood, and agree to be bound by all of these Terms. These Terms may be updated and presented again to the Customer from time to time. All changes will be effective as of the “Last Updated” date stated at the top of this page. Continued use of the Services constitutes acceptance of the updated terms. If you do not agree with this Agreement, please stop using or accessing the Services.

1. Definitions

1.1 Cognition IP: means the Services, Documentation, and all other technology, including software and other works of authorship, graphical user interfaces, workflows, products, processes and algorithms, data, know-how and trade secrets, designs, techniques, inventions

and other tangible or intangible technical material or information provided by or on behalf of Cognition in connection with the foregoing, whether created, developed, or reduced to practice as part of the provision of the Services or otherwise, and all improvements, enhancements, modifications, and derivative works of any of the foregoing, in each case, together with all intellectual property rights therein. For the avoidance of doubt, Cognition IP does not include Customer Data.

1.2 Customer Data: means (i) information, data, Inputs, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf or your Authorized User's behalf through the Services; and (ii) data that is generated and made available to you by the Services through use of such data, including Outputs. Customer Data expressly excludes: (i) any content owned by or licensed to Cognition; and (ii) Usage Data.

1.3 Documentation: means Cognition's user manuals, handbooks, and guides and other training and supporting materials relating to the Services, which may be provided by Cognition to you either electronically or in hard copy form.

1.4 Input: means the prompts and inputs provided by you or your Authorized Users to the Services.

1.5 Output: means the outputs generated and returned by the Services based on the Inputs you or your Authorized Users provide.

1.6 Usage Data: means the anonymized and aggregated data regarding the manner in which you or your Authorized Users interact with the Services. For avoidance of doubt, Usage Data will not be linkable to you, and will not include any confidential information.

2. Access and Use

2.1 Rights Granted: Subject to your compliance with the terms and conditions of this Agreement, Cognition hereby grants you a non-exclusive, non-sublicensable, non-transferable right to access and use the Services and Documentation for your internal business purposes only, solely for use by you and your Authorized Users during the Term. Cognition reserves all rights not expressly granted to you in and to the Services, Documentation, and Cognition IP.

2.2 Your responsibilities: You and your Authorized Users may be asked to create a user account to access the Services and Documentation. You are responsible for all uses of the Services and Documentation that results from your access or use, directly or indirectly, whether such access or use is permitted by or is in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for (i) all acts and omissions of Authorized Users, and for any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you; and (ii) safeguarding the confidentiality of all passwords and usernames associated with your account and your Authorized Users' accounts, and for any use or misuse of the Services by anyone using such passwords or usernames, whether or not authorized by you. You agree to use all reasonable efforts to make all Authorized Users aware of the provisions of this

Agreement that are applicable to such Authorized User's use of the Services, and will cause Authorized Users to comply with such provisions.

2.3 Restrictions: You may not use the Services for any purposes beyond the scope of the access granted in this Agreement. You may not, at any time, directly or indirectly, and must ensure that your Authorized Users do not: (i) copy, reproduce, modify, translate, or create derivative works of the Services or Documentation, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iii) use the Services to create or develop any competing products or services, including to train competing artificial intelligence models except as expressly approved by Cognition in writing; or (iv) make the Services or Documentation available to anyone other than Authorized Users (collectively, "Use Restrictions").

2.4 Suspension: We reserve the right to temporarily suspend your access and any Authorized User's access to any portion or all of the Services if, in our sole discretion, we reasonably determine that: (i) there is a threat or attack on any Cognition IP; (ii) your use or any of your Authorized User's use of the Cognition IP disrupts or poses a security risk to Cognition IP or to any other Cognition customer or vendor; (iii) you or your Authorized Users are using the Cognition IP for fraudulent or illegal activities; (iv) you have ceased to continue business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

2.5 Availability: The Services are subject to modification and change, in Cognition's sole discretion. There are no guarantees made with respect to the quality, stability, availability, or reliability of the Services, unless otherwise agreed upon in an applicable Order Form.

3. Content Rights; Intellectual Property

3.1 Ownership: Cognition owns all right, title, and interest, including all intellectual property rights, in and to the Services, Documentation, and Cognition IP, and reserves all rights not expressly granted to you in this Agreement. You own all right, title, and interest, including all intellectual property rights, in and to Customer Data, including Outputs to the fullest extent permitted by applicable law.

3.2 License: By using the Services, you hereby grant to Cognition, its affiliates, successors, and assigns a non-exclusive, worldwide, royalty-free, fully paid, sublicensable (solely for the purposes of providing the Services to you), transferable license to reproduce, distribute, modify, and otherwise use, display, and perform all acts with respect to the Customer Data as may be necessary for Cognition to provide the Services to you. You hereby represent and warrant that: (i) you have all necessary rights to grant Cognition the license set forth in this section, and to allow Cognition to exercise its rights under such license without infringement of the rights of any third party, including privacy rights; and (ii) Cognition's receipt and processing of Customer Data

in accordance with this Agreement does not and will not violate any applicable laws or regulations.

3.3 Data Usage and Rights:

3.3.1 No Training on Customer Data: Cognition will never train its models using your Customer Data.

3.3.2 Session Data / Opt-Out Rights: Cognition may use derivative session data and metadata resulting from your use of the Services (such as task types, session outcome (e.g., success vs. failure)) to provide, maintain, develop, and improve our Services, enforce our terms and policies, and keep our Services safe. Through the Data Controls settings in the web application, you may opt out of this use.

3.3.3 Cognition reserves the right to collect, analyze, and utilize Usage Data for operational, analytical, and improvement purposes.

3.4 Marketing: Subject to your prior consent, Cognition may use your name, logo, and trademarks in publicity, including, but not limited to, displaying your name, logo, or trademark on Cognition's website and marketing materials. Additionally, you agree to consider in good faith participating in a written case study at Cognition's request, detailing the collaboration and outcomes of the project, subject to mutual agreement on the content and timeline.

3.5 Feedback: Upon request by Cognition, you and Authorized Users will report to Cognition, and reasonably assist Cognition in connection with correcting any errors, problems, or defects in the Services you discover. In addition, if you or any Authorized Users send or transmit any communications or materials to Cognition by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cognition IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or similar feedback (collectively with any error, problem or defect reports submitted by you and Authorized Users in accordance hereto, "Feedback"), Cognition is free to use such Feedback irrespective of any other obligation or limitation governing such Feedback. You hereby assign to Cognition, on behalf of itself and its employees, contractors and agents, all right, title, and interest in, and Cognition is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. For the avoidance of doubt, Cognition is not required to use any Feedback. All such Feedback is deemed to be Cognition's Confidential Information.

4. Security and Privacy

4.1 Data Security: Cognition will not disclose Customer Data except in accordance with Cognition's Privacy Policy or as expressly permitted by you or in accordance with this Agreement. Cognition will use commercially reasonable efforts to maintain appropriate safeguards for the protection of Customer Data, and to help ensure the availability of Customer Data following any significant interruption to the Services. You acknowledge and agree,

however, that despite the use of commercially reasonable efforts to safeguard Customer Data, transmissions made on or through the Internet may not always be secure, and unauthorized third parties may breach the security of Cognition's or its agents' information systems where Customer Data is stored. Accordingly, Cognition will not be responsible for any breach in security except to the extent the breach is due to Cognition's gross negligence. You will be responsible for routinely backing up Customer Data, and Cognition has no obligation or liability for any loss, alteration, destruction, damage, corruption, or recovery of Customer Data. Cognition retains the right to provide notice of security breaches as necessary to comply with applicable privacy laws, rules, and regulations. In the event of a security breach, you will be responsible for notifying your employees and customers of such breach. You will convey information notices as required by applicable law, gain any necessary consents from Authorized Users, make any necessary filings with data protection authorities, and enforce and comply with any request from Authorized Users or authorities to access, rectify, and/or delete any Customer Data of Authorized Users. Customer agrees to indemnify Cognition against any suits, actions, claims, or proceedings arising from an Authorized User, data protection authority, or other third party with regards to these obligations.

4.2 Personal Data: If you use the Services to process personal data, you must (i) obtain necessary consents for processing of personal data by the Services and process such personal data in accordance with applicable data protection laws; and (ii) if processing "personal data" or "personal information" as defined under applicable data protection laws, execute Cognition's Data Processing Addendum. You agree not to process any medical information or sensitive personal data such as social security numbers, birth dates, passport information, bank account, and credit card numbers in using the Services.

5. Payment and Billing

5.1 Payment: You will pay all fees for the Services as specified in the applicable Order Form. Unless otherwise specified in the Order Form, all fees are quoted and payable in United States dollars. Fees will be exclusive of taxes, and you are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you, other than taxes imposed on Cognition's income. Unless set forth in the applicable Order Form, payment for all invoices are due within thirty (30) days of receipt of the relevant invoice. Failure to pay by the payment due date may result in a suspension or termination of the Services, and all outstanding fees due will become due and payable immediately without further action or notice.

5.2 Disputes: In the event of an invoice dispute, you will deliver a written statement to Cognition no later than 10 business days prior to the date payment is due on the disputed invoice, and provide a detailed description of the disputed item and the disputed amount.

6. Confidentiality

6.1 Confidential Information: Either party may disclose or make available (in such capacity, the “Disclosing Party”) to the other party (in such capacity, the “Receiving Party”) information about its business affairs, products, intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, that the Receiving Party would reasonably deem to be confidential, whether or not marked, designated or otherwise identified as such (collectively, “Confidential Information”). Confidential Information does not include information that: (i) at the time of disclosure is, or subsequently becomes (through no action or inaction on the part of the Receiving Party) in the public domain; (ii) is known to the Receiving Party at the time of disclosure; (iii) after the date of this Agreement is rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

6.2 Obligations: The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose outside the performance or receipt of the Services, as applicable, except with the Disclosing Party’s prior written permission. The Receiving Party shall not disclose the Disclosing Party’s Confidential Information to any person or entity, except to the Receiving Party’s employees and agents who have a need to know such Confidential Information in order for the Receiving Party to exercise its rights or perform its obligations hereunder. On expiration or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years after the expiration or termination of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Term and Termination

7.1 Term: The term of this Agreement will commence on the Effective Date of an Order Form and continue in effect for the duration stated in Order Form.

7.3.1 Order Form Termination: Either party may terminate the Agreement upon written notice if: (a) the other party materially breaches this Agreement and such breach is either incapable of cure, or if capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party written notice; or (b) the other party becomes insolvent, ceases to do business, makes an assignment for the benefit of creditors, files a petition in bankruptcy, or appoints a receiver, trustee, custodian, or similar agent to take charge of or sell any material portion of its property or business. Cognition reserves the right to suspend your access to the Services or terminate this Agreement or any Order Form if: (i) you fail to pay any amount when due, and such failure continues for more than 10 business days; or (ii) your use or your Authorized User’s

use of the Services are in violation of the Use Restrictions or you or your Authorized Users breach the confidentiality provisions of this Agreement.

7.3.2 Effect of Order Form Termination: Upon expiration or earlier termination of this Agreement, you must immediately discontinue use of the Cognition IP, Services, and Documentation, and, without limiting your obligations under the confidentiality provisions of this Agreement, you must delete, destroy, or return all copies of the Cognition IP, Services, and Documentation and certify in writing that such copies have been destroyed. No expiration or termination will affect your obligation to pay all Fees that may have become due before such expiration or termination, or entitle you to any refund. Sections 1, 3, 4, 5, 6, 7.3, 8, 9, 10, 11, and 12 survive any termination or expiration of this Agreement.

8. Warranty Disclaimer

8.1 THE COGNITION IP, SERVICES, AND DOCUMENTS ARE PROVIDED “AS IS” AND COGNITION HEREBY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE COGNITION IP, SERVICES, AND DOCUMENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COGNITION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COGNITION MAKES NO WARRANTY OF ANY KIND THAT THE COGNITION IP, SERVICES, DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification

9.1 Cognition Indemnification: Cognition shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights, including, without limitation, patents, copyrights, or trade secrets, provided, that Customer (i) promptly notifies Cognition in writing of such Third Party Claim; (ii) cooperates with Cognition in connection with such Third Party Claim; and (iii) allows Cognition sole authority to control the defense and any settlement of such Third Party Claim. If such a Third-Party Claim is made or appears possible, Customer agrees to permit Cognition, at Cognition’s sole discretion, to (A) modify or replace the Services, or component or part thereof, to make the Services, or such component or part, as applicable, non-infringing; or (B) obtain the right for Customer to continue use of the Services, or component or part thereof, as applicable. If Cognition determines that

neither alternative is reasonably available, Cognition may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9 will not apply, and Cognition shall have no obligation, with respect to any Third-Party Claim arising from or relating to: (1) compliance with Customer specifications; (2) use of the Services in combination with data, software, hardware, equipment, technology or other products or services not supplied or expressly authorized in writing by Cognition; (3) any adaptation or modification of the Services other than by Cognition; (4) Customer's failure to follow instructions provided by Cognition which would have cured the cause of action; (5) use of the Services in a manner not authorized by this Agreement; (6) Customer's continued use of a version of the Services other than the most recently released version; or (7) Input.

9.2 Customer Indemnification: Customer shall indemnify, hold harmless, and, at Cognition's option, defend Cognition from and against any Losses resulting from any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; and (ii) based on Customer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Services in a manner not authorized by this Agreement; (C) use of the Services in combination with data, software, hardware, equipment, technology or other products or services not supplied or expressly authorized in writing by Cognition; or (D) any adaptation or modification of the Services other than by Cognition, provided, that Customer may not settle any Third-Party Claim against Cognition unless Cognition consents to such settlement, and provided, further, that Cognition will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9.3 Sole Remedy: THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND COGNITION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability

10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER

PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY, EXCEED THE TOTAL AMOUNTS PAID TO COGNITION UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Dispute Resolution and Mandatory Arbitration

11.1 IN THE EVENT A DISPUTE, CONTROVERSY, OR CLAIM ARISES OUT OF OR RELATING TO THESE TERMS ("DISPUTE"), THE DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT. The parties will first try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it shall be resolved by binding arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules"). The parties will mutually select one arbitrator. The arbitration will be conducted in English in New York, New York, USA. By agreeing to mandatory arbitration as set forth herein, you and Cognition knowingly and irrevocably waive any right to trial by jury in any action, proceeding, or counterclaim, except that either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement. The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

12. Miscellaneous

12.1 Notices: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the applicable party.

12.2 Force Majeure: In no event shall Cognition be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Cognition's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.3 Independent Contractor: Each party agrees that its relationship with the other party is that of an independent contractor and that nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Neither party shall be responsible

to the other party and neither party has the authority to act for, bind, or incur any debts or liabilities on behalf of the other party.

12.4 Modifications: Cognition may update these Terms by providing you with reasonable notice of the updates, including by posting the updates on our website. We will provide you with at least thirty (30) day written notice before any changes that we determine, in our sole discretion, materially impact your rights or obligations, unless the changes are made to comply with applicable law in which case we will provide reasonable notice. Continued use of the Services constitutes acceptance of the updated terms. If you do not agree to the update, please stop using the Services.

12.5 Severability: If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.6 Governing Law: This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

12.7 Assignment: You may not assign any of your rights or delegate any of your obligations hereunder.

12.8 Equitable Relief: Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 or, in the case of Customer, Section 2.3, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

12.9 Entire Agreement: This Agreement, together with all related Exhibits, Order Forms, and any other documents incorporated by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.