

ON-DEMAND SUBSCRIPTION AGREEMENT
(02-2021 EMEA)

IMPORTANT: DO NOT USE THIS SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you (“Client”) and Precisely Europe Software and Data Limited (“PRECISELY”). If you are located in a geography outside the United Kingdom, PRECISELY will mean the affiliate or subsidiary of PRECISELY operating in your geography. By clicking next to “I ACCEPT” prior to accessing the Service or by executing a Subscription Order, you are agreeing to the terms of this On-Demand Subscription Agreement (the “Agreement”). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, click next to “I DO NOT ACCEPT” and terminate your access to the Service. The terms of this Agreement will only apply to the extent Client and PRECISELY has not executed a separate On-Demand Subscription Agreement for the same Service.

1. Definitions. For the purposes of this Agreement, the following terms shall have the corresponding definitions:

“Allotment” means the number of Transactions, Consumers or Customers subscribed to by Client during a given Term;

“Available Hours of Operation” means twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, described in Section 10(a), and downtime arising from causes beyond the reasonable direct control of PRECISELY, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure event, as set out in Section 15;

“Available Hours of Support” means the hours set out in the Documentation during which time Client may obtain technical support for the Services;

“Client Data” means any data, such as: (i) an address record, telephone number, individual or business name or user query; (ii) personally identifiable information such as an individual’s account number, financial information or other personal information; or (iii) other material submitted by Client to the Service or provided by Client to PRECISELY for the performance of the Service or to create a video or Conversational Experience;

“Content” means any content provided to PRECISELY in creation of, or included in, videos or Conversational Experience created using the Service, including Client Data;

“Documentation” means the current technical and user documentation for the Service provided via e-mail to Client in the welcome announcement;

“Service” means the subscription services offered by PRECISELY as more fully described in a Subscription Order;

“Subscription Order” means the documents pursuant to which Client acquires a license to access the Service;

“Transaction” means the submission and processing of each individual Client Data to the Service or the response to each individual Client Data or user query submitted to the Service; and

“Term” means the term of the Agreement or the Subscription Order, as applicable, set out in Section 3, below.

2. Grant of Rights. PRECISELY hereby grants Client a non-exclusive, non-transferable license to access and use the Service identified in the Subscription Order during the term set forth therein, subject to the terms of this Agreement and the

Subscription Order. In addition to the terms of this Agreement and the Subscription Order Form, product-specific license terms applicable to certain of the Services can be found at <https://www.precisely.com/legal/licensing> and are hereby incorporated into this Agreement by reference. PRECISELY reserves all rights to the Service not expressly granted by this Agreement.

3. Term of Agreement.

a) This Agreement is effective on the Effective Date and will remain in effect for the period set out in the Subscription Order (the “Initial Term”). Thereafter, this Agreement will continue in effect until all Subscription Orders or SOWs have expired or been terminated.

b) Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if (i) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (ii) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or (iii) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or (iv) a receiver is appointed of any of the other party’s assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party’s assets; or (v) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or (vi) the other party ceases, or threatens to cease, to trade; or (vii) there is a change of control of the other party within the meaning of section 840 of the Income and Corporation Taxes Act 1988; or (viii) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

c) PRECISELY may terminate this Agreement in accordance with Sections 5(c) and 14, below.

d) Each Subscription Order shall be effective on the date set out therein and shall remain in effect, subject to Section 3(a), above, during the term identified in the Subscription Order. Each Subscription Order shall automatically renew for twelve (12)

month terms unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the applicable term of the Subscription Order.

e) Upon termination of this Agreement or expiration of the term of a Subscription Order, for any reason all licences granted under this Agreement shall immediately terminate. Client shall immediately cease use of the applicable Service and PRECISELY and Client shall promptly return all Confidential Information of the other party. PRECISELY may destroy or otherwise dispose of any of the Customer Data in its possession unless it receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the then most recent back-up of the Customer Data. PRECISELY shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by PRECISELY in returning or disposing of Customer Data. Sections 4, 7, 8, 9, 12, 13, 18 and 19 shall survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment Terms.

a) Client will pay to PRECISELY, or PRECISELY's authorized designee or agent, the fees set out in each Subscription Order for the Allotment set forth therein. Except as otherwise set out in a Subscription Order, all fees are and shall be paid in British Pound Sterling. Following the initial term of a Subscription Order, PRECISELY may change the monthly or other usage fees upon thirty (30) days notice to Client. Client shall also be responsible for the payment of any applicable sales, use, value added, personal property, Internet-related or other taxes and government charges imposed on the Services, except taxes relating to PRECISELY's net income.

b) All fees, expense reimbursements and taxes under this Agreement are due thirty (30) days from date of invoice. Client shall pay a late charge of one-and-one-half percent (1.5%) per month on any fees not paid by the due date. If Client fails to pay any invoices within fifteen (15) days following the due date, PRECISELY may suspend performance of the Services upon ten (10) days written notice to Client.

c) Allotments purchased may be used at any time during each twelve (12) month period during the Term of the Subscription Order. Unused Transactions, Customers or Consumers counts may not be carried over into subsequent twelve (12) month periods. Upon request, PRECISELY will issue Client a report detailing the current number of Transactions, Customer or Consumers charged against Client's Allotment, one (1) time per calendar quarter.

5. Client Responsibilities.

a) Except as otherwise provided in a Subscription Order, Client will use the Service solely for its internal business purposes and will not use the Service on behalf of or make the Service available to any third party, except Client may make videos and Bots available to Customers and Consumers, respectively. In addition, Client shall comply with the policy on

the use of the Service set forth in the Documentation. All Client Data submitted to the Service must be submitted in PRECISELY's submission format in accordance with the Documentation or any other format agreed to by the parties. Client shall also comply with applicable laws governing use of the Services, including, without limitation, any data protection or privacy laws.

b) Client shall identify to PRECISELY its personnel responsible for Client's use of the Service, including any technical, administrative and contract matters. Client shall be solely responsible for the content of all Client Data submitted to the Service and shall comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Client Data. PRECISELY shall, in providing the Services, comply with its privacy policy relating to the privacy and security of the Client Data available at <https://www.precisely.com/legal/privacy-policy> or such other website address as may be notified to the Client from time to time], as such document may be amended from time to time by the PRECISELY in its sole discretion.

c) Client shall not use the Service to send or store infringing, obscene, threatening or unlawful or tortuous material or disrupt other users of the Service, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the network or Service. In addition, Client will not reverse engineer, decompile or disassemble the Service, or use the Service to provide: (i) real-time navigation or route guidance synchronized to the position of a user's sensor-enabled device; (ii) in-flight navigation; or (iii) a digital map database (a database containing road geometry and street names, routing attributes enabling turn by turn directions, or latitude and longitudes of individual addresses and house number ranges); (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the authorised users; (v) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 5. The occurrence of any of the foregoing shall be deemed a material breach and PRECISELY may immediately terminate this Agreement upon notice to Client.

6. Data Protection

(a) Should PRECISELY processes any personal data on the Client's behalf when performing its obligations under this Agreement, the parties record their intention that the Client shall be the data controller and PRECISELY shall be a data processor and in any such case: (i) the Client acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Client and the authorised users are located in order to carry out the Services and PRECISELY's other obligations under this Agreement; (ii) the Client shall ensure that: (a) the Client is entitled to transfer the relevant personal data to PRECISELY so that PRECISELY may lawfully use, process and transfer the personal data in accordance with this Agreement on the Client's behalf; and (b) the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (c) PRECISELY shall process the

personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time; and (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

7. Confidentiality.

a) During the term of this Agreement, each party may have access to certain confidential and proprietary information of the other party, (collectively, the "Confidential Information"). Confidential Information shall include, but is not limited to: (i) the Service, Documentation, Client Data; (ii) customer lists, prospect lists, existing agreements with vendors and business partners of either party, pricing proposals; (iii) marketing, sales, financial and other business information, data and plans; (iv) research and development information; (v) formulas, methods, know-how, processes, designs, new products, performance tests, proprietary computer software, bug fixes, reported problems with the Service; (vi) information concerning the service providers of either party; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential.

b) Confidential Information shall be used solely for each party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party. The Client acknowledges that the Services, the results of any performance tests of the Services constitute the PRECISELY's Confidential Information. PRECISELY may, subject to the terms of this Agreement, disclose Client's Confidential Information to any entity controlling, controlled by or under common control with PRECISELY or a third party consultant or contractor assisting PRECISELY with the Service or any of PRECISELY's other obligations under this Agreement. PRECISELY shall require such third party consultant or contractor to agree in writing to confidentiality provisions at least as protective of confidential information as the provisions set out herein. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information in strict confidence.

c) Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the receiving party without the use or benefit of the Confidential Information. Confidential Information may be disclosed under a court order, or a valid subpoena, to the extent counsel for the receiving party determines in its reasonable discretion that the disclosure of such Confidential Information is reasonably required and promptly notifies the disclosing party in writing of such determination and provides the disclosing party an opportunity to seek an appropriate protective order prior to disclosing such Confidential Information.

d) Either party may be irreparably damaged if the obligations under this Section are not enforced and such party may not have an adequate remedy in the event of breach by the

other party of its obligations. The parties agree, therefore, that such party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened or further breaches of the other party's obligations under such Section or any other appropriate equitable order or decree

8. Proprietary Rights; Suggestions. The Client acknowledges and agrees that PRECISELY and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation. PRECISELY confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement. Client shall retain all right, title and interest in and to all Client Data. Client grants PRECISELY a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the operation of the Service.

9. Noninfringement; Indemnification.

a) PRECISELY shall indemnify, defend and hold Client harmless from any claim that the Service or any software provided by PRECISELY hereunder infringes or misappropriates any copyright, patent, trademark or trade secret. PRECISELY shall have control of the defence and shall defend at its own expense, any claim or litigation to which this indemnity relates. Client shall notify PRECISELY promptly of any such claim and shall reasonably cooperate with PRECISELY, upon PRECISELY's request and at PRECISELY's cost, to defend such claim.

b) In the event of an infringement claim or if Client's use of the Service is otherwise enjoined, PRECISELY shall have the right to: (i) offer a replacement Service or replace or modify any software, at no cost to Client, which replacements shall be functionally equivalent to the Service or software (ii) procure, at no cost to Client, the right to continue to use the Service or any software, or (iii) direct Client to terminate use of the Service or any software. If PRECISELY directs Client to terminate use of the Service or any software, Client's remedies, in addition to the indemnification set out herein, shall be limited to a refund of any prepaid but unused fees for the Service.

c) PRECISELY shall not indemnify Client or be liable for claims arising from the use of the Service with data, hardware or software not provided by PRECISELY or Client's use of the Service or PRECISELY provided software other than as described in the Documentation.

d) Client shall indemnify, defend and hold PRECISELY harmless against any claim arising from: (i) Client's use of the Service in a manner not permitted under this Agreement; (ii) a claim that the Client Data or any other data, files or other materials provided by Client to PRECISELY infringes any patent, copyright or trademark or misappropriates any trade secret; (iii) a violation of any law, rule or regulation regarding the protection of personal data or the use or access to the Service; or (iv) acts of gross negligence or willful misconduct. Client shall have control

of the defence and shall defend at its own expense, any claim or litigation to which this indemnity relates. PRECISELY shall notify Client promptly of any such claim and shall reasonably cooperate with Client, upon Client's request and at Client's cost, to defend such claim.

10. PRECISELY Responsibilities; Support.

a) PRECISELY will use best efforts to make the Services available during the Available Hours of Operation in accordance with the Service Availability Statement located at <https://www.precisely.com/legal/licensing/service-availability-statement>. Support for the Service will be available during the Available Hours of Support. Support will consist of telephone technical support to assist Client with the use of the Service and will be provided in accordance with the Documentation.

b) The Service may be inaccessible or inoperable during certain periods to permit PRECISELY to perform maintenance support services ("Scheduled Downtime"). PRECISELY shall use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with the Scheduled Downtime or other disruption of Service.

c) PRECISELY may rely upon a third party to host the Service and PRECISELY may in its sole discretion change such host. If the agreement between PRECISELY and the host is terminated, PRECISELY may, upon notice to Client, immediately terminate this Agreement and Client's sole remedy shall be a refund of any prepaid but unused fees for the Service.

11. Training.

a) In consideration of the fees set out in a Subscription Order, Client may attend the training class identified therein. Training will be provided, unless otherwise agreed to by the parties, as an online webinar or a prerecorded training session.

b) PRECISELY, upon Client's request, may perform additional consulting and professional services for Client ("Consulting Services"). Any Consulting Services performed by PRECISELY will be set forth in a Statement of Work ("SOW") executed by the parties and governed by the terms of this Agreement and Services Addendum to the Subscription Order executed by the parties.

12. Warranties; Disclaimers.

a) PRECISELY represents and warrants that it has the right to grant to Client the rights granted hereunder.

b) PRECISELY represents and warrants to Client that the Service shall materially conform to the Documentation. PRECISELY further represents and warrants that any consulting or support shall be performed, in a professional manner in accordance with generally accepted industry standards and practice. PRECISELY does not warrant the operability or accuracy of any Client Data processed by PRECISELY.

b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, PRECISELY AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES FURNISHED UNDER THIS AGREEMENT,

INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

c) THE SERVICE IS DEPENDENT ON ADDRESS, DEMOGRAPHIC, BUSINESS AND A VARIETY OF OTHER DATA PROVIDED BY THIRD PARTY DATA PROVIDERS, EXCEPT AS SET OUT IN SECTION 9 AND SECTION 12(B), HEREIN, ACCESS AND USE OF ANY OR ALL SUCH DATA AND SOFTWARE IS PROVIDED "AS IS".

d) THE SERVICE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE SERVICE BEYOND THE TERM OF A SUBSCRIPTION ORDER; AND/OR (iii) TO PREVENT USE OF THE SERVICE IN EXCESS OF ANY TRANSACTIONS (OR OTHER RESTRICTIONS) OR BY MORE THAN THE NUMBER OF CONSUMERS/CUSTOMERS SET OUT IN A SUBSCRIPTION ORDER.

13. Limitation of Liability.

a) THE CLIENT ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND THE DOCUMENTATION BY THE CLIENT, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. PRECISELY SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO PRECISELY BY THE CLIENT IN CONNECTION WITH THE SERVICES, OR ANY ACTIONS TAKEN BY PRECISELY AT THE CLIENT'S DIRECTION. EXCEPT FOR PRECISELY'S LIABILITY UNDER SECTION 9 AND AS SET OUT IN 13(C) PRECISELY'S TOTAL LIABILITY TO CLIENT, IN TORT (INCLUDING NEGLIGENCE), , CONTRACT OR OTHERWISE IN RELATION TO THIS AGREEMENT OR AN ORDER, WILL BE LIMITED TO 110% OF THE AMOUNT OF LICENSE FEES PAYABLE BY SUCH CLIENT TO PRECISELY UNDER SUCH ORDER.

B) EXCEPT AS SET OUT IN 13(C) BELOW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY (I) LOSS OR DAMAGE TO PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS; OR (II) BUSINESS INTERRUPTION OR LOST DATA; OR (III) PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES; EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

C) NOTHING IN THIS AGREEMENT SHALL EXCLUDE, LIMIT OR RESTRICT EITHER PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF A PARTY; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) EITHER PARTY'S LIABILITY IN CONNECTION WITH NON-INFRINGEMENT; OR (IV) ANY OTHER CAUSE OF ACTION WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

14. Client Default. If Client is in breach of any provision of this Agreement, Client shall have fifteen (15) days following written notice from PRECISELY, or an additional period of time

as reasonably agreed to by the parties, to cure such breach. If Client is unable to timely cure such breach, PRECISELY's remedies shall include, without limitation, the right to terminate this Agreement or suspend performance of the Services and Client's rights hereunder. If PRECISELY terminates this Agreement or any of the rights granted hereunder, Client shall remain liable for all fees due under this Agreement prior to the date of such termination and no amount previously paid to PRECISELY shall be refunded.

15. Force Majeure. Neither party shall be liable for and each party shall be excused from, any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including, but not limited to, governmental actions, including postal authorities, fire, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of Internet service, hosting or telecommunication service providers, natural disasters, acts of war or terrorism or acts of God.

16. Assignment. Client shall not assign any of its rights or obligations under this Agreement, including the Subscription Order without the prior written consent of PRECISELY, which consent shall not be unreasonably withheld, delayed or denied.

17. Publicity. Neither party shall use the name of the other party in any press release or other marketing collateral without the consent of the other party, which consent shall not be unreasonably withheld, delayed or denied; provided, however, Client may include Client's name in any client list.

18. Governing Law and Jurisdiction.

a) This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

b) The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

19. Verification Upon ten (10) days written notice, PRECISELY or its designated third party may verify Client's compliance with the terms of the Agreement and applicable Subscription Orders at all locations which Client accesses the Service. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Client's work

environment. PRECISELY may use an independent third party under obligations of confidentiality to provide assistance. PRECISELY will notify Client in writing if any such verification indicates that Client has used the Service in excess of the use authorized by this Agreement or Subscription Order. Client agrees to promptly enter into an amendment and pay all associated fees directly to PRECISELY for the charges that PRECISELY specifies for such excess use.

20. General.

a) No waiver of or failure to act regarding any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or other provisions hereof.

b) Any notice alleging a breach of this Agreement shall be in writing and shall be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided by PRECISELY under this Agreement may be sent by Royal Mail or e-mail to the individual designated by Client as well as copied for PRECISELY to legal@precisely.com.

c) If any provision of this Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and the remaining provisions of the Agreement shall remain in full force and effect.

d) This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Entire Agreement. This Agreement constitutes the entire agreement between PRECISELY and Client, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to Client's use of the Service. This Agreement also supercedes any preprinted terms contained on a purchase order or similar document issued by Client subsequent to the execution of this Agreement or a Subscription Order and such preprinted terms shall have no force or effect. Client has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Neither this Agreement nor a Subscription Order shall be construed against the party that prepared such document, but instead shall be construed as if both parties prepared the Agreement or addendum. This Agreement shall be signed by authorized representatives of PRECISELY and Client.