

# ThisWay Global Master Subscription Agreement

PLEASE SCROLL DOWN AND READ CAREFULLY ALL TERMS AND CONDITIONS CONTAINED IN THIS GLOBAL MASTER AGREEMENT (THIS "**AGREEMENT**") BEFORE USING THE SOFTWARE DEFINED HEREIN AS THE "SERVICE".

BY SIGNING AN ORDER FORM REFERENCING THESE TERMS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE "SERVICES" (DEFINED BELOW) OFFERED BY THISWAY GLOBAL LLC. ("**COMPANY**") AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "**CUSTOMER**," "**YOU**" AND "**YOUR**" SHALL REFER TO SUCH ENTITY OR INDIVIDUAL. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT SIGN AN ORDER FORM, AND DO NOT INSTALL THE SERVICE, AND YOU MAY NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN CUSTOMER SIGNS AN ORDER FORM, OR CUSTOMER DOWNLOADS OR BEGINS USING THE SERVICE, WHICHEVER IS EARLIER, AND THEN WILL BECOME COTERMINOUS WITH THE SUBSCRIPTION PERIOD THEREAFTER ("**EFFECTIVE DATE**").

## 1. SERVICES AND PROFESSIONAL SERVICES

- I.1 Definitions: "**Applicant/Application**" means the individual record pertaining to an individual who has applied for a specific job opportunity. "**Authorized User**" means each of Customer's employees, agents, and independent contractors who are authorized to access the Services pursuant to Customer's rights under this Agreement. "**Job**" means a single open position, in one location, in Customer's company. The use of the same job description in a different location qualifies as a different job. "**Enriched**" refers to the proprietary process by which the Company provides identifying information of qualified candidates. "**Professional Services**" means professional services provided by Company to Customer as described in the Order Form, including services relating to onboarding and training and implementation. "**Services**" means the services ordered by Customer through an Order Form, including, but not limited to, the designated AI4Jobs products made available to Customer as a service based on Company's proprietary AI/machine learning platform. "**Order Form**" means the ordering document signed by the parties or online order that accompanies and/or incorporates this Agreement, including any service policies or other order-specific terms agreed upon the parties. "**Query**" means the initial search function being performed by Customer.
- I.2 Subject to the terms of this Agreement and timely payment of all fees, Company will use commercially reasonable efforts to provide Customer access to the Services specified in an associated Order Form, solely for Your internal business purposes. You agree that Your subscription to the Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Company regarding future functionality or features. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- I.3 Subject to the terms of this Agreement and timely payment of all fees, Company will provide the Professional Services to Customer as set forth in one or more Order Form(s).
- I.4 Subject to the terms of this Agreement and timely payment of all fees, Company will provide to Customer standard support for the Services at no additional charge in accordance with Company's standard support policy. Company will use reasonable commercial efforts to make the Services available not less than 99.9% of the time in any given month subject to scheduled downtime and other parameters imposed by Company's web service provider. Company will have no obligation to provide any additional services to Customer, including, training, implementation, or any support or maintenance in excess of Company's standard support policy, unless Customer purchases such services as set forth in an Order Form.
- I.5 Limitations per service level: Company does not limit its customers on number of Queries. The limitations for total Enriched candidates for each service level are as set out in the applicable Order Form.

## 2. INTELLECTUAL PROPERTY

- 2.1 Subject to the terms of this Agreement and timely payment of all fees, Company grants to Customer a non-exclusive, non-transferable, limited license during the Term (as defined below), to access the Services and the data provided by Company through the Services, solely for Customer's internal business purposes and in accordance with the limitations per service level and any other limitations set forth in the applicable Order Form. For the avoidance of doubt, Customer shall not have the right to export any un-Enriched data provided by the Company through the Services.
- 2.2 Customer will not, and will not permit any other party to: (a) allow any third party to access the Services other than Authorized Users; (b) modify, adapt, alter or translate the Services; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services or Software, except to the extent the foregoing is prohibited by law; (e) interfere in any manner with the operation of the Services or the hardware and network used to operate the Services; (f) modify, copy or make derivative works based on any part of the Services; (g) access or use the Services to build a similar or competitive product or service; (h) attempt to access the Services through any unapproved interface; or (i) otherwise use the Services in any manner that exceeds the scope of use permitted under Section 2.2 or in a manner inconsistent with applicable law or this Agreement. Customer acknowledges and agrees that the Services will not be used, and are not licensed for use, in connection with any of Customer's time-critical or mission-critical functions.
- 2.3 Company shall own and retain all right, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with any Professional Services or support (unless otherwise expressly set forth in a mutually executed Statement of Work), and (c) all intellectual property rights related to any of the foregoing. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, or any part thereof.
- 2.4 During the use of the Services, Customer may submit to Company bug reports, comments, suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users (the "**Feedback**"), relating to the Services. By submitting Feedback, You hereby assign to Company all rights, title, and interest in and to the Feedback. Company will not identify Customer as the source of any such feedback.

## 3. RESTRICTIONS AND RESPONSIBILITIES

- 3.1 Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any information or results thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 3.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify, defend and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, Customer Data (as defined below), breach of Customer's representations and warranties, or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

- 3.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment.
- 3.4 Company may register Authorized Users on the Service with unique usernames and passwords to enable Authorized Users to access the Services pursuant to this Agreement. Each username and password may only be used to access the Services during one (1) concurrent login session. Customer will ensure that each username and password issued to an Authorized User will be used only by that Authorized User. Customer is responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer agrees: (a) not to allow a third party to use Customer's accounts, usernames or passwords at any time; and (b) to notify Company promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement. Company reserves the right to terminate any accounts, usernames, or passwords that Company reasonably determines may have been used by an unauthorized third party. Authorized User accounts and their associated usernames and passwords cannot be shared or used by more than one individual Authorized User, but may be reassigned from time to time to a new Authorized User who is replacing a former Authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Services. Company is solely responsible for all access to and use of the Services by its Authorized Users and all access to and use of the Services through any Authorized User's account.

#### **4. CONFIDENTIALITY**

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business or other information the Receiving Party knows or a reasonable person should have known was confidential information of the Disclosing Party (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of Company includes non-public information regarding features, functionality and performance of the Service. Confidential Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information but no less than reasonable care, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees or representatives whose responsibilities require such use or access and who are bound by obligations of confidentiality at least as protective as those herein. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order. Notwithstanding anything in this Section 4 to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data (as defined below) and data derived therefrom), and Company will be free (during and after the Term) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

#### **5. DATA PRIVACY**

- 5.1 In performing the Services, Company will comply with the ThisWay Global Privacy Policy incorporated herein by

reference. The ThisWay Global Privacy Policy is subject to change at Company's discretion; however, Company policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Term. Where Customer's use of the Services includes the processing of Customer Data by Company that is subject to the General Data Protection Regulation (EU) 2016/679 ("GDPR"), such data processing by Company as data processor complies with the requirements of the aforementioned. Where Customer's use of the Services includes the processing of California Consumer's Personal Information by Company that are subject to the California Consumer Protection Act of 2018, and its implementing regulations, as amended or superseded from time to time ("CCPA"), such data processing by Company as a "service provider" complies with the requirements of the CCPA. Company shall process personal data and personal information on behalf of and in accordance with Customer's instructions consistent with this Agreement and as necessary to provide the Services and will reasonably cooperate with Customer in its efforts to respond to requests by data subjects and/or California Consumers to exercise their rights under the GDPR or CCPA and to otherwise comply with the GDPR or CCPA.

- 5.2 **"Customer Data"** means any content and information provided or submitted by, or on behalf of, Customer for use with the Services, including non-public data. Customer shall own all right, title and interest in and to the Customer Data. Customer grants Company a non-exclusive, worldwide, irrevocable, royalty-free and fully paid license (a) to use the Customer Data as necessary for purposes of providing and improving the Services during the Term, and (b) to perpetually use the Customer Data in an aggregated or other de-identified form to: (i) to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Services and in connection with Company's business. All rights in and to the Customer Data not expressly granted to Company in this Agreement are reserved by Customer.
- 5.3 Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer represents and warrants that it has obtained all third-party licenses, consents and permissions needed to grant Company the licenses in Section 5.2 and for Company to use the Customer Data to provide the Services. Customer represents and warrants that any Customer Data will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; and (e) otherwise violate the rights of a third party or applicable privacy regulation.

## 6. PAYMENT OF FEES

- 6.1 Fees for the Service are described in an associated Order Form. Any renewal fees will be based on Company's then-current fees, unless otherwise stated in an Order Form. Company's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies or duties, excluding only United States (federal or state) taxes based solely on Company's income.
- 6.2 Upon acceptance of this Agreement and provision of Customer's credit card information to Company, Customer may have access to the Services in a trial period of up to 30 days (the "Trial Period"). Unless earlier terminated by providing notice to Company to [contact@thiswayglobal.com](mailto:contact@thiswayglobal.com) before the end of the Trial Period; upon the earlier of expiration of the Trial Period or Customer execution of one or more Order Forms for the Services the Trial Period shall be deemed completed and the Services will be deemed subscribed (either event, the "Contract Date") for a twelve-month subscription.
- 6.3 Upon subscription, Customer's credit card will be charged the Fees (as defined below) on the Contract Date. Customer agrees to pay Company the fees described in the applicable Order Form for the Services and Professional Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the limitations per service level set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer's credit card shall be billed for such usage and Customer agrees to pay the additional fees as determined by Company (which may include Customer purchasing a subscription for a higher tier of Service at Company's then-current commercial rate, or as set forth in quote provided by Company). Company reserves the

right (in addition to any other rights or remedies Company may have) to discontinue the Services and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer agrees to maintain and provide to Company complete, accurate and up-to-date Customer billing, credit card and contact information at all times.

- 6.4 Customer acknowledges and agrees that its subscription to the Services will automatically renew on an annual basis, and Customer will be automatically charged the twelve-month subscription fee on the Contract Date, and again on every anniversary thereafter (each, a "Renewal Commencement Date"). Customer agrees that its account will be subject to this automatic renewal feature unless Customer cancels its subscription prior to the Renewal Commencement Date, by logging into and going to the "Account Settings" page or providing Company notice at [contact@thiswayglobal.com](mailto:contact@thiswayglobal.com). Upon cancellation, Customer may continue to access the applicable Service until the end of the then-current subscription period; however, such subscription will not be renewed after the then-current term. Customer will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current term. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees prior to each Renewal Commencement Date, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 6.5 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## TERM AND TERMINATION

- 6.6 The Agreement shall commence on the Contract Date and continues as long as any Order Form remains in effect, unless earlier terminated in accordance with this Agreement (the "Term").
- 6.7 Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach. Upon termination, all rights granted to Customer under this Agreement will immediately cease, Customer may not thereafter use the Services, Company may delete any information or content Customer has provided to Company through use of the Services, and any amounts owed to Company under this Agreement will become immediately due and payable. Sections 1.1, 2.2, 2.3, 3.1, 3.2, 4, 5, 6, 7.2, 8, 9 and 10 will survive expiration or termination of this Agreement for any reason.

## 7. DISCLAIMER OF WARRANTY

Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES,

REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. INDEMNITY**

You shall indemnify and hold Company, and its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (i) a breach of this Agreement by You, Your employees or agents, (ii) the negligent or unlawful use of the Service or any part thereof by You, Your employees or agents, or (iii) a third party infringement or similar claim due to Company System's or the Service's access to, or possession, manipulation, processing, or use of Customer Data or user details as is necessary to provide the Service.

If any action is instituted by a third party against You based upon a claim that the Service, as provided, infringes a copyright, registered patent or trademark, then Company shall indemnify, defend and hold You and your affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with such claim as are finally awarded against You or paid in settlement of such claim. Company also may, at its option and expense: (i) procure for You the right to continue using the Service, (ii) replace or modify the Service so that it is no longer infringing but continues to provide comparable functionality, or (iii) terminate this Agreement and Your access to the Service and refund any amounts previously paid for the Service attributable to the remainder of the then-current term of this Agreement. Company will have no liability to You for any infringement action that arises out of a breach of the terms and conditions of this Agreement by You or of the use of the Service (A) after it has been modified by You or a third party without Company's prior written consent, or (B) in combination with any other service, equipment, software or process not provided by Company where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF PLACE TECHNOLOGY AND YOUR EXCLUSIVE REMEDY AGAINST COMPANY OR ANY OF ITS AFFILIATES OR SUPPLIERS FOR ANY INFRINGEMENT CLAIM.

Procedure. A party seeking indemnification under this Section 12 will: (a) give written notice of the claim promptly to the other party, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide to the other party all available information and assistance.

## **10. MISCELLANEOUS**

Company reserves the right to reference the Customer as a user of the Services, including without limitation, in investor presentations and in marketing and advertising materials. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, power outage, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum

extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that no waivers of any breach of this Agreement and no modifications or amendments of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement. The relationship between the Parties under this Agreement is that of independent contractors; no agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and sent to the address set forth on the signature page to the Order Form, and will be deemed to have been duly given when received, if personally delivered; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party may change its address for receipt of notice by giving notice of such change to the other party. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for Travis County, Texas for any lawsuit filed there against Customer by Company arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. In the event of any breach or apparent breach by either party of the provisions of this Agreement, the other party shall be entitled, in addition to all other remedies, to seek an injunction, whether interlocutory or preliminary, and to seek any other equitable relief, before any U.S. court, restraining any such breach. Each party agrees to submit to the jurisdiction of, and agrees that venue is proper in, the aforesaid courts in any such legal action or proceeding. In the event of a conflict between the provisions of these Terms and Conditions and the terms of any Order Form, these Terms and Conditions shall control. Any pre-printed terms in an order document or written purchase authorization that add to, or conflict with or contradict, any provisions in these Terms and Conditions will have no legal effect.