



NOT FOR EDITING

## NUX RESELLER AGREEMENT

THIS NUIX RESELLER AGREEMENT (“**AGREEMENT**”) IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (“**RESELLER**”) AND NUIX. THIS AGREEMENT SHALL GOVERN THE RESALE OF NUIX PRODUCTS BY RESELLER TO AN END-USER PURSUANT TO THE ORDERING FORM/DOCUMENT BETWEEN RESELLER AND NUIX (“**ORDER**”). RESELLER ACKNOWLEDGES THAT RESELLER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. NUIX AND RESELLER ARE HEREINAFTER REFERRED TO AS, INDIVIDUALLY, A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**”. REFERENCES TO “**AGREEMENT**” HEREIN SHALL BE DEEMED TO REFER TO THE RELEVANT ORDER IN WHICH THIS AGREEMENT IS INCORPORATED.

In consideration of the mutual promises and covenants herein, the Parties agree as follows:

### 1. Definitions.

- a. “**Confidential Information**” shall mean (a) the commercial terms of this Agreement; (b) trade secrets and know-how; (c) commercial information relating to the business or affairs of the disclosing party; and (d) any other information which the recipient ought reasonably to know is confidential in light of the usage and practice of the industry in which the disclosing party is involved.
- b. “**Documentation**” shall mean all user guides and manuals, specifications, product descriptions, release notes, installation notes, and other materials in any form included in each commercial software package delivered to the End- User with an object code copy of the Software, in either physical or electronic form, as well as any and all revised or updated versions of same developed after such delivery.
- c. “**End-User**” shall mean that entity listed on the Order, which licenses the Software and is granted a license by Nuix under the terms of the EULA for such entity’s own internal business operations and not for purposes of further distribution to others.
- d. “**EU Data Protection Laws**” shall mean all applicable laws of the European Union and the United Kingdom relating to the processing of personal data, including in particular Regulation (EU) 2016/679, and the terms “**Personal Data**” and “**Controller**” shall have the meanings given to them in those laws. For the avoidance of doubt, this shall include the laws of the United Kingdom where that nation is no longer a Member State of the E.U. provided its data protection laws continue to be substantially based upon EU Data Protection Laws.
- e. “**EULA**” shall mean the most recent form of the End-User License Agreement included by Nuix in each Software package delivered to the End-User in either physical or electronic form; also located here: <http://www.nuix.com/legal>.
- f. “**Product**” shall mean the collective term for the Software and all Services.
- g. “**Software**” shall mean those applications and solutions described on an Order and listed on Nuix’s then-current price list(s), in object code form, together with the related Documentation.
- h. “**Services**” shall mean front and/or back-line maintenance, training, or implementation (or ad hoc) services provided to End-Users in support of the Software.

### 2. Rights, License Grants and Restricted Use.

- a. **Appointment and Authority of Reseller.** Nuix hereby appoints Reseller as an independent, non-exclusive reseller to solicit orders for, and market, promote, demonstrate, and sell the Software and Services to the End-Users for the term of this Agreement.
- b. **End-User License and EULA.** The EULA currently used by Nuix is a “click-wrap” agreement and as such requires no handling by Reseller. Reseller shall refer all End-User questions or requests for changes related to the EULA to Nuix and acknowledges that it has no authority to negotiate, modify, amend, or waive any of the terms of the EULA on behalf of Nuix. Reseller shall notify each prospective End- User, prior to selling them any Software, that the use of such Software is subject to such prospective End-User’s agreement to the EULA. Nuix reserves the right to amend or take or refrain from taking any action in respect of, the EULA from time to time in its sole discretion.
- c. **Non-Exclusive Agreement.** Nuix reserves the right to solicit Product orders from, and market, promote, demonstrate, sell, and distribute, Software and Services directly to, End-Users, other resellers, or other business entities.

### 3. Trademarks, Logo, and Trade Names.

- a. All trademarks, service marks, trade names, logos or other words or symbols identifying the Software or Nuix business (the “**Nuix Marks**”) are and will remain the exclusive property of Nuix. All intellectual property rights created/developed by Nuix shall be owned by Nuix. Reseller will not acquire any rights, title, or interest in or to the Nuix Marks, except the limited use rights expressly specified in this Agreement.

- b. Nuix grants to Reseller the limited, non-exclusive, non- transferrable, revocable license to use the Nuix Marks solely in connection with the marketing, advertising, and promotion of the Products in accordance with the terms of this Agreement. Effective upon the termination or expiration of this Agreement, Reseller shall cease to use all Nuix Marks.

#### 4. Reseller Obligations and Responsibilities.

- a. **Nuix Intellectual Property Rights.** Reseller acknowledges that Nuix owns all intellectual property rights in the Software and Documentation and this Agreement does not assign or otherwise transfer to Reseller any express or implied intellectual property rights in the Software or the Documentation. Reseller shall not: (i) copy, modify, adapt, translate, decompile, disassemble, examine, or otherwise reverse engineer and reassemble or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure, or organization) of the Software by any means whatsoever, or (ii) remove, alter, or seek to alter any Software identification, copyright, or other notices.
- b. **Representations.** Reseller (i) shall not make any representations to its customers or End-Users about the quality, capabilities, or reliability of the Products other than the representations contained in the Documentation, and (ii) shall make no representations, warranties, or commitments, express or implied, which purport to bind, or do bind, Nuix.
- c. **EU Data Protection.** Reseller shall be a separate Controller in relation to its processing of any End-User Personal Data collected in the course of exercising its rights under this Agreement, including in relation to processing for customer relationship management and marketing purposes, and shall comply with its obligations under the EU Data Protection Laws in relation to such processing.
- d. **Compliance.** Reseller shall comply with all laws, treaties, regulations, and conventions applicable to Reseller's performance of its obligations and exercise of its rights as set forth in this Agreement (including but not limited those in relation to (i) data privacy, protection and security, electronic communications, and anti-spam, (ii) anti-corruption, (iii) anti-slavery and human trafficking, and (iv) non-discrimination).

#### 5. Payment Terms.

- a. **Payment.** Reseller will promptly, following acceptance of purchase orders by Nuix, invoice End-Users and shall be responsible for collecting such amounts due. Upon the acceptance of a purchase order or execution of an Order, Nuix will invoice Reseller. Payment from Reseller to Nuix is due thirty days after the issuance of the applicable invoice. Unless stated otherwise in the applicable invoice, all payments to Nuix by Reseller shall be made in USD and by transfer of immediately available funds to the account listed on the invoice. Reseller acknowledges that it assumes the risk of non-payment by the End-User.
- b. **Credit Warranty.** Each issuance of a purchase order to Nuix constitutes Reseller's representation and warranty that Reseller can pay for the Products identified in the purchase order in accordance with the terms of this Agreement. Reseller shall furnish Nuix with such statements accurately and fairly evidencing Reseller's financial condition as Nuix may, from time to time, reasonably request. Throughout the term of this Agreement, Reseller shall be in compliance with all loan covenants and other obligations to its lenders. Reseller shall notify Nuix immediately of any and all events that have had or may have a material adverse effect on Reseller's business or financial condition, including any change in management, sale, lease, or exchange of a material portion of Reseller's assets, a change of control or ownership, or breach of any loan covenants or other material obligations of Reseller to its lenders. If, at any time, Nuix determines in its sole but reasonable discretion that Reseller's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Nuix's other rights under this Agreement, at law or in equity, Nuix may without liability or penalty, take any of the following actions: (a) on five (5) business days' notice, modify the payment terms specified in Section 5 for outstanding and future purchases, including requiring Reseller to pay cash in advance or cash on delivery; (b) reject any purchase order received from Reseller; (c) cancel any previously accepted purchase orders; (d) delay any further shipment of Products to Reseller; (e) immediately terminate this Agreement; or (f) accelerate the due date of all amounts owing by Reseller to Nuix. No actions taken by Nuix under this Section 5(b) (nor any failure of Nuix to act under this Section 5(b)) constitute a waiver by Nuix of any of its rights to enforce Reseller's obligations under this Agreement including the obligation of Reseller to make payments as required under this Agreement.
- c. **Taxes, License Fees, and Other Charges.** In addition to any other sums payable hereunder, Reseller shall pay and be responsible for all taxes, fees, duties, and licenses, and for obtaining all governmental or other approvals or other licenses, necessary for or arising from the sale of the Products (excluding taxes based upon Nuix income). Upon initial execution of this Agreement and once per year thereafter, the Reseller shall submit to Nuix its Tax Exempt Certificate, if Reseller claims an exemption from the payment of taxes.

#### 6. Confidentiality.

- a. Each party shall maintain the confidentiality of the other party's Confidential Information and shall not use or disclose any of it without the prior written consent of the other party other than as necessary to fulfil this Agreement or as required by law.
- b. Each party undertakes to disclose the other party's Confidential Information only to those of its officers, employees, and professional advisors to whom, and to the extent to which, disclosure is necessary for the fulfilment of this Agreement or for the purposes of professional advice and to ensure that those persons observe the confidentiality provisions in this Section 6.
- c. This Section 6 shall continue to apply after termination of this Agreement except to information which loses its necessary quality of confidence in any way other than as a result of a breach by either party of this Section 6 or a disclosure by either party or a third party in breach of any other obligation of confidence.

## 7. Warranty and Disclaimer.

- a. **Warranty.** Each of Nuix and Reseller represents and warrants that (i) it has the full corporate right, power and authority to enter into this Agreement and perform its respective obligations hereunder; (ii) the execution of this Agreement and performance of its duties and obligations hereunder do not and will not violate any law, rule, regulation or agreement to which it is a party or by which it is otherwise bound; and (iii) when executed and delivered by it, this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.
- b. **DISCLAIMER.** THE WARRANTIES EXPRESSLY DESCRIBED IN THIS SECTION 7 ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, THIS EXCLUSION OF ALL OTHER WARRANTIES AND CONDITIONS EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ANY WARRANTIES OR CONDITIONS CANNOT BE EXCLUDED BY LAW, NUIX'S LIABILITY UNDER SUCH WARRANTIES OR CONDITIONS WILL BE LIMITED, AT NUIX'S OPTION, TO RESUPPLYING OR REFUNDING THE COST OF THE PRODUCTS OR SERVICES.

## 8. Limitation of Liability.

- a. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL NUIX HAVE ANY LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN AN AMOUNT EXCEEDING THE AMOUNT PAID BY RESELLER TO NUIX FOR THE APPLICABLE COPY OR COPIES OF NUIX PRODUCTS THAT GAVE RISE TO ANY CLAIM. IN NO EVENT SHALL NUIX BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF NUIX PRODUCTS, WHETHER OR NOT NUIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **Third Party Liability.** Nuix shall under no circumstances be liable for any claim or demand by any third party based on or **related** to Reseller's activities under this Agreement, including, without limitation, persons using the facilities or services of Reseller or their heirs or dependents. Reseller shall, at its expense, indemnify, defend, and hold harmless Nuix, its officers, employees, agents, and representatives from and against any and all liability, loss, damages, costs, expenses, or claims (including reasonable attorneys' fees) incurred or sustained by Nuix or such officers, employees, agents, or representatives as a result of any such claim or demand.

## 9. Term and Termination.

- a. **Term.** Unless terminated earlier as provided herein, the term of this Agreement shall be effective only as it relates to the specific transaction detailed in the Order. Termination of an Order pursuant to this Section 9 shall not automatically terminate any other Order.
- b. **Early Termination.** Nuix may terminate this Agreement for convenience upon thirty (30) days advance written notice to the Reseller.
- c. **Termination for Cause.** Upon material breach by a party of any provision of this Agreement, the non-breaching party will issue a written notice to the breaching party and if the breach is not cured, or the breaching party does not submit a plan for cure acceptable to the non-breaching party, within thirty days of receipt of the notice of breach, then this Agreement may be terminated thirty days from receipt of the notice of breach. Failure by the breaching party to continuously conform to any mutually agreed upon written plan for cure will be a material breach.
- d. **Survival.** Neither the expiration nor termination of this Agreement shall relieve either party of its obligations previously accrued hereunder. The following sections, and any other sections that by their terms so provide, shall survive such expiration or termination: Section 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14.

10. **Contracting Parties, Governing Law, Place of Arbitration.** The entity with which Reseller is contracting under this Agreement (such entity, as applicable, "**Nuix**"), will determine the law that will apply in any dispute arising out of or in relation to this Agreement.

If Reseller is domiciled in:	Reseller is contracting with:	Nuix Address:	Governing Law:	Place of Arbitration or Mediation:
United States of America ("U.S."), Central America, or South America	Nuix North America Inc.	13755 Sunrise Valley Drive, Suite 300, Herndon, Virginia, 20171	Commonwealth of Virginia, USA	Fairfax County, Virginia, U.S.
Canada	Nuix Canada Inc.	140 Yonge Street Suite 200 Toronto, Ontario M5C 1X6 Canada	Ontario, Canada	Ontario, Canada

If Reseller is domiciled in:	Reseller is contracting with:	Nuix Address:	Governing Law:	Place of Arbitration or Mediation:
Any country in Europe (other than the United Kingdom), the Middle East, or Africa.	Nuix Ireland Limited	Registered Office: The Black Church St. Mary's Place Dublin 7, D07 P4AX Ireland  Business Office for Notices: 3rd floor 12 South Mall Centre Cork T12 RD43 Ireland	England and Wales	London, England
United Kingdom	Nuix Technology UK Ltd	Registered Office: C/O Cogency Global (UK) Limited, 6 Lloyd's Avenue, Suite 4CL, London, EC3N 3AX  Business Office for Notices: 5th Floor, 20 Midtown 20 Procter Street London WC1V 6NX	England and Wales	London, England
Asia, Australia and New Zealand	Nuix Limited	1 Market Street, Level 27, Sydney, NSW 2000	NSW, Australia	Sydney, NSW, Australia

Notwithstanding the foregoing, in the event that Reseller is a (i) public sector customer (e.g., federal, state, or local government) or (ii) public or private educational institution, in either case located in the United States of America, or is one of such customers' authorized agents worldwide, or (iii) Nuix USG Inc. is indicated on any ordering document or invoice, Reseller is contracting with Nuix USG Inc. under this Agreement (such entity, in such case, "Nuix").

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

**11. Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT AND THERETO, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, OR THE VALIDITY, PROTECTION, INTERPRETATION OR ENFORCEMENT THEREOF.

**12. Arbitration.** SUBJECT TO SECTION 13, EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE, CONTROVERSY OR CLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OF FRAUD OR MISREPRESENTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, OR THE BREACH, TERMINATION, OR VALIDITY THEREOF, ("DISPUTE"), SHALL BE SUBMITTED TO MANDATORY, FINAL AND BINDING ARBITRATION BEFORE THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION, IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES IN EFFECT AT THE TIME OF FILING OF THE DEMAND FOR ARBITRATION.

- a. There shall be three (3) arbitrators. The parties each will select one (1) arbitrator within thirty (30) days of the receipt by respondent of a copy of the demand for arbitration. The two (2) arbitrators so appointed shall nominate the third and presiding arbitrator (the "Chair") within thirty (30) days of the appointment of the second arbitrator (the three arbitrators shall be collectively referred to as the "Tribunal"). If either party fails to appoint an arbitrator, or if the two-party appointed arbitrators fail to appoint the Chair, within the time periods specified herein, such arbitrator shall, at the request of either party, be appointed by the International Centre for Dispute Resolution.
- b. The arbitrators shall be selected from a panel of persons having at least eight (8) years' experience with knowledge of reseller/distribution/channel agreements, and intellectual property rights, and at least one (1) of the arbitrators selected shall be an attorney.
- c. The language of the arbitration shall be English. The place of arbitration shall be the location identified in Section 10 above.
- d. The arbitration shall be the sole and exclusive forum for resolution of the Dispute, and the award shall be in writing, state the reasons for the award and be final and binding. Judgment thereon may be entered, registered, or filed for enforcement in any court of competent jurisdiction and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- e. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be

available under the jurisdiction of a court, the Tribunal shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect. In any such judicial action each of the parties irrevocably consents to service of process by first-class certified mail, return receipt requested, postage prepaid to the address set forth herein.

- f. The prevailing party, as determined by the Tribunal, shall be entitled to recover its reasonable costs and, attorneys' fees and costs from the non-prevailing party. The non-prevailing party shall be responsible for all fees and costs of the Tribunal. The Tribunal may not award punitive damages.
- g. Except as may be required by applicable law, the parties shall preserve the confidentiality of all aspects of the arbitration, and shall not disclose to a third party (other than disclosure to an affiliate of a party on a need-to-know basis and such affiliate is informed of the confidential nature of such information and is instructed to keep such information confidential), all information made known and documents produced in the arbitration not otherwise in the public domain, all evidence and materials created for the purpose of the arbitration, and all awards arising from the arbitration, except, and to the extent that disclosure is required by law or regulation, is required to protect or pursue a legal right or is required to enforce or challenge an award in legal proceedings before a court or other competent judicial authority.

**13. Equitable Relief.** Notwithstanding anything in the foregoing to the contrary, each party acknowledges that a breach or threatened breach of this Agreement by the other party or its personnel will cause irreparable harm to the non-breaching party for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by a party or its personnel, the non-breaching party shall be entitled a temporary restraining order, injunction, specific performance and any other equitable relief available from a court of competent jurisdiction, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. The existence of any claim or cause of action of the breaching party against the non-breaching party, whether predicated on this Agreement or otherwise, shall not preclude the non-breaching party's right to equitable relief.

#### **14. Miscellaneous.**

- a. **Relationship.** The Reseller shall comply (at the Reseller's cost) with all lawful instructions of Nuix in connection with this Agreement and any Work Order. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. On termination or expiry of this Agreement if and to the extent that the Council Directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents (as from time to time amended and including any local laws implementing the same) ("**EC Directive**") is held to apply by a competent court, and provided that the Reseller gives notice of its intention as required under the EC Directive, Reseller shall, unless any of the circumstances mentioned in Article 18 of the EC Directive applies, have the right to be indemnified as provided in Article 17 of the EC Directive. For the avoidance of doubt, Reseller shall have no right to any compensation under the EC Directive on termination of this Agreement.
- b. **Notices.** All notices must be in writing and addressed to the relevant party at its address set forth in the preamble (or to such other address such party specifies in accordance with this Section 14.b). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective upon actual receipt.
- c. **Assignment.** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, **without** the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition.
- d. **Force Majeure.** Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due by one party to another under this Agreement) to the extent caused by an event beyond the **reasonable** control of such party, including, without limitation, government regulations or orders, outbreak of a state of emergency, acts of God, war, warlike hostilities, civil commotion, riots, epidemics, pandemics fire, strikes, lockouts, or any other similar cause or causes, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.
- e. **Export Restrictions.** Reseller acknowledges that the Products are of U.S. origin and are subject to the export control restrictions of the U.S. Export Administration Regulations ("**EAR**") and that the Software may not be re-exported or otherwise retransferred except in accordance with the EAR. Specifically, unless an appropriate license from the U.S. government is first obtained, Reseller shall not export or re-export the Software: (i) into (or to a national or resident of) Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to a U.S. trade embargo; (ii) to any person or entity on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce's Denied Parties List; or (iii) for any purpose or end-use that is otherwise prohibited by the U.S. EAR or other applicable laws, rules and regulations.
- f. **No Waiver.** Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The waiver by either party of a breach of any provisions herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver shall be expressed in writing.
- g. **Severability.** If any of the provisions or portions thereof of this Agreement are determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, the parties agree to negotiate in good faith to draft a new agreement that comports with the original intent of the parties. If after thirty days, the parties have been unable to reach agreement, this Agreement will be deemed terminated pursuant to Section 9.

- h. **Entire Agreement.** This Agreement set forth the entire agreement and understanding of the parties relating to the subject matter and supersedes all prior agreements or representations, oral or written, regarding such subject matter and/or any Order terms and conditions and/or any marketing materials. No modification of or amendment to this Agreement, nor any waiver of rights under this Agreement, shall be effective unless in writing signed by authorized representatives of both parties.