

**MASTER SUBSCRIPTION AGREEMENT ORDER FORM**

<b>Customer</b>  Washington State DSHS CSD 712 Pear Street SE Olympia, Washington 98504		<b>Contact</b>  Chris Mornick <a href="mailto:chris.mornick@dshs.wa.gov">chris.mornick@dshs.wa.gov</a> 360-742-1503	
<b>Platform</b>  The Program Evaluation and Reporting System (PEARS) is a web-based data management platform for tracking, managing, evaluating, and reporting statewide activities. This `order form provides access to and support for PEARS SNAP-Ed features to the Washington SNAP-Ed program as outlined below.			
<b>Year 1 (9/27/2025 – 9/26/2026)</b>		<b>Year 2 (9/27/2026 – 9/26/2027)</b>	
Software subscription	\$46,000	Software subscription	\$46,000
National PEARS Discount (15%)	<b>-\$6,900</b>	National PEARS Discount (15%)	<b>-\$6,900</b>
<b>Total invoiced 8/1/2025</b>	<b>\$39,100</b>	<b>Total invoiced 8/1/2026</b>	<b>\$39,100</b>
<b>Renewal</b>  Every 12 months beginning on September 27th of 2027, unless cancelled per this Agreement. Renewals will be invoiced 1 month prior to renewal date and will include a 2.5% annual increase for ongoing system enhancements.			
<b>PEARS Subscription Details</b>  Users/Licenses: Personnel involved in the Washington SNAP-Ed program Storage: Includes 500 GB of file storage for user uploads  Includes the following services: <ul style="list-style-type: none"> <li>• Initial organization-specific setup of PEARS, including a one-time import of state-specific settings, and training for general and administrative users via webinar.</li> <li>• Access to platform and online documentation using the latest version of Google Chrome, Mozilla Firefox, Microsoft Edge, or Apple Safari browsers.</li> <li>• Telephone and email technical support for use of PEARS during normal, weekday business hours, excluding Canopy holidays.</li> <li>• Use of and support for SNAP-Ed features, including surveys, program activities, success stories, indirect activities, partnerships, coalitions, pse site activities, social marketing campaigns, custom fields, administrative management tools, and related reports and exports.</li> <li>• Bug fixes and ongoing updates and improvements performed in collaboration with the PEARS Advisory Committee (PAC) and in alignment with SNAP-Ed reporting requirements.</li> </ul>			

## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“**Agreement**”) is entered into as of the date of the last signature below (the “**Effective Date**”) between **Canopy, a Public Benefit LLC**, 120 N. Juliette Ave, Manhattan, KS 66502 (“**Canopy**”), and the Customer listed above (“**Customer**”). This Agreement includes and incorporates the above Master Subscription Agreement Order Form, any referenced Addendums, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. If there is any conflict between the attached Terms and Conditions and other documents, such as the above Order Form, referenced Addendums, and any other items referenced within this Agreement, the attached Terms and Conditions shall prevail. There shall be no force or effect to any different terms of any related purchase order or similar form unless signed by the parties after the date hereof.

**Canopy**

**Customer**

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*Signature*

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*Signature*

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*Title of signatory*

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*Title of signatory*

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*Date*

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*Date*

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 “**Content**” means documents or other materials provided by a User to be shared with other Authorized Viewers and Users.
- 1.2 “**Authorized Viewer**” means a person who views and edits according to relevant permissions Content shared by Users.
- 1.3 “**Platform**” means the knowledge management system(s) for collaborative data and project management, monitoring, and evaluation tool and services offered by Canopy through its online platform(s) provided under this Agreement.
- 1.4 “**User**” means a person or entity that creates or otherwise rightfully obtains credentials to a user account within the Platform, including Administrative Users (as defined below).
- 1.5 “**Administrative User**” means a person or entity that creates or otherwise rightfully obtains credentials to a user account having additional administrative capabilities within the Platform.
- 1.6 “**Restricted Data**” includes, but not limited to, Electronic Protected Health Information (ePHI) or other medical information, electronic signature/biometric information/private encryption keys or the like, social security numbers, criminal background checks, data covered by non-disclosure agreements/service level agreements/grants and the like, credit card numbers, driver licenses, non-directory student records, personally identifying information that by law warrants notification if wrongfully disclosed, export controlled technical data, and any other data considered highly restricted or highly sensitive in the data classification policies applicable to the Customer.

### 2. PLATFORM AND SUPPORT

- 2.1 Subject to the terms of this Agreement, Canopy will use reasonable efforts to provide Customer access to the Platform in accordance with the terms of the Agreement and Canopy’s Terms of Use (<https://pears.io/blocks/terms-of-use/>) and Privacy Policy (<https://pears.io/blocks/privacy-policy/>) as included in the online component of the Platform, as it may be updated from time to time. As part of the implementation process for the online Platform, Customer will be given access to Administrative User account(s). Administrative Users will have the ability to use and make certain other adjustments to the Software (as defined below). Canopy reserves the right to refuse registration of, or cancel accounts having credentials it deems inappropriate or insecure, and all individual end users of the Platform shall be subject to Canopy’s Terms of Use; provided that if there is any conflict between the terms hereof and such Terms of Use, the terms hereof shall prevail.
- 2.2 Through the Customer’s account, during the Term, Customer is authorized to grant access to the Platform, subject to any limitations specified in the Master Subscription Agreement Order Form (“**Order Form**”), including limitations on the number of Administrative Users, if any. Customer may be required to pay additional fees for use in excess of the subscription limits at the rates designated on the Order Form or as otherwise required by Canopy, if not specified.
- 2.3 At the sole discretion of Canopy, the Platform may be modified from time to time, provided that such modifications are reasonably likely to be generally perceived by Customer as improving and building upon the Platform, and so long as such modifications do not eliminate any material functionality of the Platform. Canopy shall keep Customer reasonably informed of service updates, scheduled maintenance and other developments that may affect Customer’s use of the Platform. Such updates will not trigger any changes to the fee structure unless otherwise agreed to by the parties hereto.

### **3. CONTENT**

When a User uploads Content to the Platform, Customer represents and warrants that (1) Customer owns or has rights to use the Content and (2) sharing the Content with other Users does not violate the rights of any third party.

### **4. RESTRICTIONS AND RESPONSIBILITIES**

- 4.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure or algorithms of the Platform or the underlying software (“**Software**”); modify, translate, or create derivative works based on the Platform or Software (except to the extent expressly permitted by Canopy or authorized within the Platform); use the Platform or Software for the benefit of a third party; or remove any proprietary notices or labels.
- 4.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform or Software, or any direct product 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 products” and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be “commercial computer software” and “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 computer software or commercial computer 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.
- 4.3 Each party represents, covenants, and warrants that its performance under this Agreement, including but not limited to any use of the Platform, will comply with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Canopy 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. Although Canopy has no obligation to monitor Customer’s use of the Platform, Canopy may do so (subject to the provisions of Section 6) and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.
- 4.4 Customer represents, warrants and covenants that it and its authorized Users have and will have the legal right to possess, store and transmit all Customer Data (as defined below) stored on and transmitted through the Platform.
- 4.5 Customer further represents and warrants that Customer Data (as defined below) does not and will not include, and the Customer has not and shall not upload or transmit to Canopy, any Customer Data classified as Restricted Data. The Customer recognizes and agrees that: (a) Canopy shall have no liability for any failure to provide protections set forth in applicable laws to protect Restricted Data and (b) the Platform may not provide adequate or legally required security for Restricted Data. Customer hereby agrees to indemnify and hold Canopy harmless 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 any alleged failure to provide protections set forth in applicable laws to protect Restricted Data.

- 4.6 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, 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, Customer’s account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent (except those uses by Canopy).

## 5. INTELLECTUAL PROPERTY AND RELATED RIGHTS

- 5.1 Except as otherwise set forth in this Agreement, Canopy and its subcontractors and licensors are the sole and exclusive owners of all rights and interests in all (a) patents, patent applications; (b) registered and unregistered trademarks, service marks, trade names, domain names, and all of the associated goodwill; (c) registered and unregistered copyrights and all other literary and author’s rights or moral rights; (d) trade secrets, know-how, show-how, concepts, ideas, methods, processes, designs, discoveries, improvements, and inventions, whether patentable or unpatentable; (e) all other intellectual, industrial, and proprietary rights now or later coming into existence throughout the world; (f) applications for and registrations, renewals, and extensions of any of the foregoing; and (g) exclusive and non-exclusive license rights to any of the foregoing (collectively **“Intellectual Property”**) and other proprietary rights and interests in and to the Platform and Software and any documentation or data related thereto. Canopy shall own and retain all right, title and interest in and to (1) all improvements, enhancements or modifications to the Platform or Software, (2) any software, applications, inventions or other technology developed by Canopy in connection with Additional Services or support, and (3) all Intellectual Property rights related to any of the foregoing and other proprietary rights and interests in and to the Platform and Software and any documentation or data related thereto. Customer acknowledges and agrees that Customer does not have, or acquire pursuant to or as a result of this Agreement, any ownership interest, license, lease or other right or interest in or with respect to the Platform or any Intellectual Property in or to the Platform or Software other than as expressly provided in Section 5.3.
- 5.2 Subject to Customer’s compliance with the terms and conditions of this Agreement, including Customer’s payment of the Subscription Fees (as defined above), Canopy hereby grants to Customer a limited, nonexclusive, non-transferable, non-sublicensable right during the Term to run, and permit up to the authorized number of Users to use the Platform and the Software only in connection with the Platform in accordance with the terms of this Agreement and Canopy’s Terms of Use and Privacy Policy.
- 5.3 Notwithstanding anything in Section 5.1, Customer and its subcontractors and licensors shall own all right, title and interest in and to (a) any Intellectual Property existing prior to the effective date of this Agreement that was owned or developed by Customer or its licensees or subcontractors, (b) anything developed by Customer independent of its relationship with Canopy, (c) Content or other data uploaded through the Platform by Customer or otherwise provided to Canopy in the course of using the Platform, including all Intellectual Property rights therein, provided to Canopy as part of the Platform or through use of the Software, or (d) any other data or documents uploaded to the Platform by Customer, or one of Customer’s authorized users, (collectively, the **“Customer Data”**). The parties acknowledge and agree that, at all times, Canopy is not and shall not be, the rightful owner of Customer Data, and shall not use Customer Data, except as expressly permitted by this Agreement, required by law, required to provide the services offered on the Platform to Customer or as otherwise authorized by Customer in writing.

- 5.4 Specifically subject to the provisions of Section 6, Canopy shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform, Software, and related systems and technologies (including, without limitation, anonymous and aggregated information concerning use of Customer Data in the Platform), and Canopy will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Platform and for other development, diagnostic and corrective purposes in connection with the Platform and other Canopy offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) share such data with any Authorized Viewers. In addition to the foregoing, Customer hereby grants Canopy an unlimited, royalty-free, nonexclusive, transferable, and sublicensable right in perpetuity to anonymized versions of any web input form templates (“**Web Forms**”) and any web output templates (“**Reports**”) created by or for Customer within the Platform, to be used for any purpose, but primarily to assist other Canopy customers in collecting and reporting similar data through the Platform. No rights or licenses are granted in the Customer Data except as expressly set forth herein.

## **6. CONFIDENTIALITY; PRIVACY POLICY**

- 6.1 Pursuant to this Agreement, each party (“**Receiving Party**” for purposes of this Section 6 only) may, from time to time, learn, receive, hold, or have access to (in written, oral or electronic form) Confidential Information, as defined below, from the other party (“**Disclosing Party**” for purposes of this Section 6 only). “**Confidential Information**” means any information, technical data, or know-how, whether or not a statutory “trade secret” of the Disclosing Party, including, but not limited to, that which relates to research, product plans, Intellectual Property, and other proprietary rights and interests in and to the Platform and Software and any documentation or data related thereto, products, services, customers, employees, documents, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, or finances of the Disclosing Party. Confidential Information shall include, without limitation, the terms and conditions of this Agreement and all Customer Data other than Content. The foregoing notwithstanding, Confidential Information shall not include any information which: (i) is already known by means not subject to a confidentiality obligation of the Receiving Party at the time disclosed by the Disclosing Party; (ii) is or becomes available through public sources apart from any unauthorized disclosure by the Receiving Party; (iii) is obtained by the Receiving Party from a third party who has the right to disclose the same, or (iv) is independently derived by Receiving Party without recourse to any of the Confidential Information.
- 6.2 During the Term and at all times thereafter, the Receiving Party shall protect any Confidential Information received from the Disclosing Party: (i) by limiting use and disclosure of the same to its employees, and/or authorized agents or independent contractors to the extent necessary for them to perform the Receiving Party’s obligations in this Agreement; and (ii) by exercising reasonable care to prevent unauthorized use or disclosure, which shall in no event be less than the same degree of care it uses to protect its own information of like importance from unauthorized use or disclosure.
- 6.3 Notwithstanding the foregoing, either party may disclose Confidential Information received hereunder: (i) pursuant to a mandatory discovery request, disclosure requirement, subpoena, court order or other order of a court, tribunal or government agency received by a party, in each case, only after the party receiving same has given prompt written notice thereof to the Disclosing Party; or (ii) to the Receiving Party’s own legal counsel or independent accountant who have a need to know such Confidential Information. In each of (i) and (ii) of this paragraph, the Receiving Party shall (a)

consult with the Disclosing Party prior to the disclosure of any Confidential Information, and (b) cooperate in good faith with the Disclosing Party, at the Disclosing Party's expense, with any reasonable effort to resist the production of Confidential Information, including obtaining a protective order or defending a motion to compel the production of Confidential Information.

## **7. PAYMENT OF FEES**

- 7.1 Customer shall pay Canopy the then applicable fees described in the Order Form for access to the Platform and Additional Services provided in accordance with the terms of this Agreement, in accordance with the terms in the Order Form (the “**Fees**”). If Customer's use of the Platform exceeds any Subscription Limits set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Canopy may bill Customer for such usage and Customer shall pay the additional fees in the manner provided herein. Canopy reserves the right to change the Fees and applicable charges and to institute new charges and Fees at the end of the Initial Subscription Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Canopy has billed Customer incorrectly, Customer shall contact Canopy no later than sixty (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. Such inquiries should be directed to Canopy's customer support department.
- 7.2 Canopy may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Canopy on or before thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of three percent (3.00%) per month (or the maximum permitted by law, if less) on any outstanding balance, and may result in immediate termination of Customer's access to the Platform. Customer shall be responsible for all taxes associated with the Platform and Additional Services other than U.S. taxes based on Canopy's net income.
- 7.3 If Customer links a payment method to Customer's account, Customer authorizes Canopy to collect fees due hereunder from the linked payment method in accordance with the terms hereof.

## **8. TERM AND TERMINATION**

- 8.1 Subject to earlier termination as provided below, this Agreement is for the Initial Subscription Term specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (collectively, the “**Term**”), unless otherwise specified on the Order Form, or unless either party requests termination on or before the date that is thirty (30) days prior to the end of the then-current term.
- 8.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon ten (10) days' notice (or without notice in the case of nonpayment), (a) if the other party materially breaches any of the terms or conditions of this Agreement (and, to the extent curable, fails to cure such breach on or before thirty (30) days of the non-breaching party providing notice to the breaching party of such breach), (b) if the other party files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, (c) if the other party is declared insolvent, makes an assignment for the benefit of creditors, appoints a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets, or the equivalent of any of the foregoing, or (d) in its performance hereunder, the other party recklessly or willfully violates applicable law.

- 8.3 Customer shall pay in full for access to the Platform provided in compliance with this Agreement up to and including the last day on which access to the Platform is provided. Customer Data is preserved for the lifetime of Customer's account unless intentional action is taken by an authorized user to delete information from the system. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **9. WARRANTY AND DISCLAIMER**

Canopy shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the access to and operation of the Platform and shall perform the Additional Services in a professional and workmanlike manner. Canopy further represents and warrants that the Platform and Software, including Customer's use thereof, do not and will not infringe any United States patent, copyright, trademark, service mark or other Intellectual Property right of any third party. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Canopy or by third-party providers, or because of other causes beyond Canopy's reasonable control, but Canopy shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, EXCEPT AS OTHERWISE SET FORTH HEREIN, CANOPY DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR FREE OR THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND ADDITIONAL SERVICES ARE PROVIDED "AS IS" AND CANOPY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **10. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR (A) BODILY INJURY OF A PERSON, (B) LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (C) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, NEITHER CANOPY, NOR ANY OF ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL 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: (i) FOR ERROR OR INTERRUPTION OF USE, (ii) FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (iii) FOR ANY INDIRECT OR NON-OBJECTIVELY MEASURABLE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. EXCEPT FOR (i) BODILY INJURY OF A PERSON, (ii) LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (iii) LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL CANOPY'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID TO CANOPY BY CUSTOMER UNDER THIS AGREEMENT FOR THE 12 MONTH PERIOD PRIOR TO THE



DATE OF THE CLAIM, IN EACH CASE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. INDEMNIFICATION**

- 11.1 To the maximum extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Canopy, its affiliates, officers, directors, employees, agents, and representatives from any and all third-party claims, losses, damages, judgments, penalties, interest, and expenses (including reasonable attorneys' fees) arising from or related to: (a) any breach of this Agreement by Customer; (b) the use of the Platform by Customer or its users; (c) any content uploaded to the Platform by Customer or its users, including claims of infringement, misappropriation, or violation of third-party rights; and (d) any other actions or omissions of Customer or its users in connection with the use of the Platform.
- 11.2 In the event that the Platform or any component thereof is alleged to infringe, misappropriate, or otherwise violate a third party's Intellectual Property rights, Canopy may, at its discretion, (a) modify or replace the infringing parts of the Platform so that it becomes non-infringing while retaining materially similar functionality; or (b) terminate this Agreement with immediate effect by providing written notice to Customer. In the case of termination due to infringement, Canopy will refund to Customer any prepaid fees covering the remainder of the term after the effective date of termination on a pro rata basis.
- 11.3 This Section 11 sets forth Customer's sole remedies and Canopy's sole liability and obligation for any actual, threatened or alleged claims that this Agreement or any subject matter hereof (including the Platform and Software) infringes, misappropriates or otherwise violates any Intellectual Property rights of any third party.

## **12. DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (a "**Dispute**"), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **13. MISCELLANEOUS**

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 sub-licensable by either party except with the non-assigning party's prior written consent, which shall not be unreasonably withheld or in connection with a change of control of a party, in which case the successor in interest may assume the party's interests hereunder; provided that, nothing herein shall prevent Canopy from employing such subconsultants and other subcontractors as Canopy may deem appropriate to assist in the performance of services under this Agreement. 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 all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party 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 will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail (with confirmation of transmission); 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. This Agreement shall be governed by the laws of the State of Kansas without regard to its conflict of laws provisions. The terms that expressly survive termination of this Agreement or that, by their nature, will not be fully performed during the Term, including but not limited to Sections 5, 6, 8, 10, 11 and this Section 13, shall survive the termination or expiration of this Agreement.