

## VUCA HEALTH SERVICE AND SUBSCRIPTION AGREEMENT

VUCA Health is in the business of providing pharmacies and other healthcare providers a variety of tools and services to allow patients to access prescription-specific video briefings and related services through the internet and mobile devices.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

As used in this Agreement and in any Order Forms, the following terms shall have the following meaning:

**“Agreement”** means this VUCA Health Service and Subscription Agreement and exhibits and attachments hereto, any Order Forms, and any other documents specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by VUCA Health from time to time in its sole discretion.

**“Confidential Information”** means: (a) any and all proprietary or confidential business information or data related to the disclosing party (which in the case of VUCA Health includes its third party providers), or such party’s operations, employees, services, patients, or customers, that does not constitute a trade secret, including any such information of which the receiving party becomes aware as a result of its performance under this Agreement, and (b) trade secrets, whether in oral, written, or electronic form. With respect to VUCA Health, VUCA Health’s Confidential Information includes, but is not limited to, the VUCA Health Technology, the Content, and any source code, object code, data structures, methods, algorithms, flowcharts, and other materials related to the VUCA Health Technology, whether owned or licensed currently or in the future accessed by Customer or its Users by any direct or remote access method.

**“Content”** means the audio and visual information, documents, products, and services contained or made available to Customer in the course of using the Service.

**“VUCA Health Technology”** means all of VUCA Health’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by VUCA Health in providing the Service and access to the Content.

**“Customer Data”** means any data, information, or material owned by Customer and provided or submitted by Customer to the Service in the course of using the Service.

**“Customer User(s)”** means Customer’s Participating Pharmacies, employees, representatives, consultants, contractors, or agents who are authorized to use the Service as contemplated by this Agreement.

**“Effective Date”** means the date Customer is able to use the Service.

**“End User(s)”** mean the patient(s) (and their authorized caregivers or representatives) of Participating Pharmacies or Locations that access the Service and the Content as contemplated by the Order Form and this Agreement.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including, but not limited to, amendments as set forth in the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

**“Initial Term”** means the initial period during which Customer is obligated to pay for the Service as set forth in this Agreement.

**“Intellectual Property Rights”** means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

**“Order Form(s)”** means the form evidencing the initial subscription for the Service and any subsequent order forms agreed to in writing between the parties, specifying, among other things, addition of Participating Pharmacies and Users being offered the Services, other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).

**“Participating Pharmacies or Locations”** or **“Participating Pharmacy or Location”** means Customer’s designated pharmacies or locations that are authorized to utilize the Services to provide access to the Content per the Order Form provided that Customer pays the Subscription Fees for each such Participating Pharmacy or Location.

**“Protected Health Information”** or **“PHI”** shall have the meaning set forth under HIPAA Privacy Rules (45 C.F.R. Section 160.103).

**“Service(s)”** means the VUCA Health products and services provided to Customer by VUCA Health, to which Customer are being granted access under this Agreement, including the VUCA Health Content in the Order Form attached hereto.

**“Subscription Fee”** means the fees to be paid by Customer to VUCA Health for the Services as set forth in the attached Order Form.

### 2. License Grant and Restrictions

2.1. VUCA Health hereby grants Customer a

nonexclusive, nontransferable, worldwide right to use the Service and provide access to the Content, solely for Customer's own internal business purposes as more fully set forth in the Agreement and subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by VUCA Health, its licensors and third party providers.

2.2. Except as otherwise provided in this Agreement, Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or the Content, or (c) copy any ideas, features, functions or graphics of the Service or the Content. Customer Users are authorized to access the Services solely for the purposes contemplate by this Agreement and for no other purposes.

2.3. Customer may use the Service only for Customer's internal business purposes and shall not: (i) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violative of third party privacy rights; (ii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

### **3. Customer Responsibilities and Grant of Rights Regarding Customer Data**

3.1. Customer may, at any time designate any of Customer's employees or contractors or any of its Participating Pharmacies' employees or contractors as Customer Users or Participating Pharmacy or Location, provided that Customer pays the Subscription Fees for each such Participating Pharmacy or Location. Customer agrees that all Customer Users shall be subject to all of the terms, conditions, and restrictions provided by this Agreement, and Customer will be responsible for ensuring that its Participating Pharmacies and all Customer Users comply with all such terms, conditions and restrictions.

3.2. When using the Service, Customer shall: (i) provide, at Customer's sole cost and expense, all services, hardware, software, and other technology (including Internet access service) necessary to access the Service and the Content and Customer shall be solely responsible for installing, maintaining, securing, and supporting all such technology as provided in more detail in the Order Form; (ii) be solely responsible for administering the Customer Users relating to Customer use of the Service;

(iii) abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with Customer's and Customer's User's use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data; (iv) notify VUCA Health immediately of any unauthorized use or suspected breach of security of the Services; (v) report to VUCA Health immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or Customer Users; (vi) promptly report to VUCA Health any errors or irregularities in the performance of the Service and shall provide: (a) support sufficient for VUCA Health to duplicate such failure; and (b) sufficient test time within which VUCA Health shall use its commercially reasonable efforts to correct such failure; (vii) not cause a breach of any agreements between VUCA Health and any third parties, or unreasonably interfere with either VUCA Health' relationship with any of its third-party service providers or other VUCA Health clients' use of the Service; (viii) perform Customer's obligations hereunder and ensure that Customer's use of the Service shall comply with any and all applicable laws, rules, and regulations, including, but not limited to, HIPAA; (ix) assume full responsibility for all risk associated with Customer's use of the Service, including, but not limited to, any financial obligations arising with respect to third parties (including End Users) resulting from Customer's use of the Service or the Content; and (vii) ensure that Customer Users comply with all terms and conditions of this Agreement.

3.3. Customer and its Customer Users shall be solely responsible for the accuracy and input of Customer Data necessary for creation and provision of access to the Service and Content by Customer's End Users.

### **4. Implementation and Acceptance**

4.1. Commencing on the Effective Date, VUCA Health will proceed with implementation of the Services. Upon satisfactory completion of the implementation of Services, VUCA Health shall notify Customer that the Services are operating in accordance with the terms of this Agreement and the Order Form. Upon receipt of such notice, Customer shall have ten (10) days to notify VUCA Health of any objections, defects or outstanding issues in the Services. In the event of any such objections, VUCA Health and Customer shall cooperate in an effort to remedy any such issues. If Customer does not object within such ten (10) day period, the Services shall be deemed accepted.

4.2. In the event Customer disputes that Services are accepted and the parties are unable to resolve such dispute, either party shall have the right to terminate this Agreement pursuant to Section 10 below.

### **5. Charges and Payment of Fees**

5.1. The Initial Term of this Agreement is one (1) years. During the Initial Term, Customer shall pay the annual Subscription Fee per the Order Form. Such Subscription Fee shall be due in full at the beginning of the first subscription year.

5.2. The Subscription Fee for the first year of the Initial Term shall be due and payable by Customer within fifteen (15) days from the Effective Date. The Subscription Fee, shall be itemized and invoiced annually on each one (1) year anniversary of the Effective Date during the Term. All payments are due within fifteen (15) days of the date of invoice. Any amounts not paid in full when due shall bear interest at a rate of the lesser of (a) one and one-half percent (1.5%) per month on all amounts due but unpaid, or (b) the maximum amount allowed by law. Customer shall also pay VUCA Health for any costs of collection, including legal fees.

5.3. VUCA Health shall have the right, in its sole discretion, to immediately suspend Customer access to and use of the Service and the Content in the event that any invoice remains unpaid for more than fifteen (15) days after the date such invoice became due and payable. Provided that this Agreement remains in effect and that Customer is in compliance with all terms and conditions contained herein, VUCA Health will promptly restore Customer access to and use of the Service and the Content upon receipt of payment.

## 6. Rights and Obligations Regarding Customer Data

VUCA Health does not own any Customer Data. Customer, not VUCA Health, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and VUCA Health shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach), VUCA Health will make available to Customer a file of the Customer Data provided to VUCA Health, if any, within 30 days of termination if Customer so requests at the time of termination. VUCA Health reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and VUCA Health shall have no obligation to maintain or forward any Customer Data.

## 7. Intellectual Property Ownership

VUCA Health (and its licensors and third party providers, where applicable) shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the VUCA Health Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and

does not convey to Customer any rights of ownership in or related to the Service, the VUCA Health Technology, the Content or the Intellectual Property Rights owned by VUCA Health. VUCA Health's name, VUCA Health's logo, and the product names associated with the Service are trademarks of VUCA Health or third parties, and no right or license is granted to use them.

## 8. Confidentiality

8.1. The parties hereby acknowledge that their personnel may access information that the other party deems to be confidential or proprietary and that has commercial value. Except as provided in this Agreement, each party shall (i) not disclose the Confidential Information to any third party, other than to its employees or agents that have a need to know and a legal duty to protect the Confidential Information, (ii) use at least a reasonable standard of care to prevent disclosure of the other party's Confidential Information, and (iii) protect Customer Data and Content in the strictest confidence.

8.2. Except as provided by this Agreement, neither party shall: (a) use the other party's Confidential Information; (b) acquire any right in or assert any lien against the other party's Confidential Information; or (c) refuse to promptly return, provide a copy of, or destroy the other party's Confidential Information upon request of the other party. The receiving party shall immediately notify the disclosing party upon gaining knowledge of any disclosure, loss, or use of the disclosing party's Confidential Information in violation of this Agreement. Confidential Information does not include any information that: (i) was in the public domain at the time of disclosure or became a part of the public domain after disclosure through no fault of the disclosing party; (ii) was independently developed by the receiving party; (iii) was provided to the receiving party by a third party who had a lawful right to such information without a breach of duty owed to the disclosing party; or (iv) is disclosed by the receiving party with the prior written approval of the disclosing party.

## 9. Third Party Interactions

During use of the Service, Customer and its End Users may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between Customer or End User and the applicable third party. VUCA Health and its licensors shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between Customer or End User and any such third party. VUCA Health does not endorse any sites on the Internet that are linked through the Service. VUCA Health provides these links to Customer and End User only as a matter of convenience, and in no event shall VUCA Health, its licensors or third party providers be responsible for any content, products, or other materials

on or available from such sites. VUCA Health provides the Service to Customer and End Users pursuant to the terms and conditions of this Agreement. Customer recognizes, however, that certain third party providers of ancillary software, hardware, or services may require Customer's or End User's agreement to additional or different license or other terms prior to Customer's or End Users use of or access to such software, hardware or services.

## 10. Termination

10.1. This Agreement will commence on the Effective Date and shall continue for an initial period commencing on the Effective Date and ending one(1) year thereafter (the "Initial Term") unless earlier terminates as provided herein. Thereafter, this Agreement will automatically renew for an additional one (1) year period (the "Renewal Term") unless a party notifies the other parties of its intention not to renew at least sixty (60) days prior to the end of the Initial Term.

10.2. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice, except that this Agreement may be terminated upon five (5) days notice in the event of (a) breach related to Customer's payment obligations that remains uncured during such five (5) day period; or (b) breach related to Customer's obligations with respect to the Confidential Information, which in no event shall be subject to a cure period. Either party may terminate this Agreement immediately upon written notice if the other party: (i) ceases to do business in the normal course; (ii) becomes the subject of any proceeding relating to bankruptcy, insolvency, receivership, liquidation, or composition for the benefit of creditors, whether voluntary or involuntary if such petition or proceeding is not dismissed within sixty (60) days of filing; or (iii) makes an assignment of any material portion of its assets for the benefit of creditors. Customer may terminate this Agreement at any time without the right of refund by providing ninety (90) days' written notice to VUCA Health.

10.3. Upon termination of this Agreement: (i) VUCA Health shall immediately cease providing the Services; (ii) any licenses and right to access the Service and the Content granted pursuant to this Agreement shall be terminated; (iii) all of Customer's unpaid payment obligations under this Agreement (including all Subscription Fees incurred by Customer, whether or not presently due) shall immediately become due; and (iv) within fifteen (15) days of such termination, each party shall return to the other party (or destroy, in the case of electronic records) all embodiments of the Confidential Information of the other party in its possession (including all copies thereof), except as required to comply with any applicable legal or accounting record keeping requirement.

10.4. Notwithstanding anything herein to the contrary, upon termination or expiration of this Agreement, End

Users shall have the right to access the Content for a period of thirty (30) days after termination or expiration of this Agreement.

10.5. Customer acknowledges that VUCA Health will incur no liability whatsoever for any damage, loss, or expenses of any kind that Customer incurs or suffers arising from or incident to any termination of this Agreement by VUCA Health or any expiration hereof which complies with the terms of the Agreement whether or not VUCA Health was aware of any such damage, loss, or expenses.

## 11. Representations and Warranties; Limitations

11.1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement; to perform its obligations as provided herein; and that its Agreement will constitute the legal, valid and binding obligation of the such party.

11.2. VUCA Health represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the Order Form and related documentation.

11.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER VUCA HEALTH, ITS LICENSORS OR THIRD PARTY PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SERVICE AND THE CONTENT), EXPRESS OR IMPLIED, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

11.4. VUCA HEALTH DOES NOT WARRANT THAT: (i) THE SYSTEM SHALL SATISFY CUSTOMER OR END USER REQUIREMENTS, (ii) IS WITHOUT DEFECT OR ERROR, OR (iii) SHALL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER. VUCA HEALTH DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM VUCA HEALTH' NETWORK, ITS SERVICE PROVIDER'S NETWORK, OR OTHER PORTIONS OF THE INTERNET. ACCORDINGLY, VUCA HEALTH CANNOT GUARANTEE THAT CUSTOMER OR END USER CONNECTION TO THE INTERNET WILL NOT BE IMPAIRED OR DISRUPTED, AND VUCA HEALTH HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

## 12. Mutual Indemnification

12.1. Customer shall indemnify and hold VUCA Health, its licensors and third party providers and each such party's parent organizations, subsidiaries, affiliates,

officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of Customer's representations and warranties; (iii) a claim arising from the breach by Customer or Customer Users of this Agreement; or (iv) a claim arising from or relating directly or indirectly to a End User's use of the Service or the Content, provided in any such case that VUCA Health (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally release VUCA Health of all liability and such settlement does not affect VUCA Health's business or Service); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.

12.2. VUCA Health shall indemnify and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by VUCA Health of its representations or warranties; or (iii) a claim arising from breach of this Agreement by VUCA Health; provided that Customer (a) promptly give written notice of the claim to VUCA Health; (b) give VUCA Health sole control of the defense and settlement of the claim (provided that VUCA Health may not settle or defend any claim unless it unconditionally releases Customer of all liability); (c) provide to VUCA Health all available information and assistance; and (d) have not compromised or settled such claim. VUCA Health shall have no indemnification obligation, and Customer shall indemnify VUCA Health pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer products, service, hardware or business process(s).

**13. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC

ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**14. Notice**

Any notice required or permitted hereunder shall be in writing and deemed to have been duly given: (a) on the delivery date when personally delivered to the party to whom the same is directed; (b) one (1) business day after deposit with a reputable express courier, with written verification of receipt; or (c) five (5) business days after the mailing date when sent by first class U.S. mail (registered or certified mail, postage prepaid, return receipt requested). In each case, notice shall be sent to the address of the receiving Party as set forth herein or at such other address as Party specifies in a notice delivered in accordance with this paragraph.

If to VUCA Health:  
VUCA Health LLC  
Attn: Richard Waithe, President  
7025 CR46A, Suite 1071 #345  
Lake Mary, FL 32746  
Email: Richard@VUCAHealth.com

If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Compliance with Laws.**

Each party agrees that it bears sole responsibility for determining whether or to what extent it is subject to the provisions of HIPAA and all regulations promulgated pursuant to authority granted therein and for achieving compliance therewith. To the extent required by HIPAA or applicable state law, Customer shall obtain a written consent or authorization to disclose Customer Data to VUCA Health (or its agents) from any End User whose PHI is provided to VUCA Health (or its agents) pursuant to this Agreement.

**16. Assignment; Change in Control**

This Agreement may not be assigned by Customer without the prior written approval of VUCA Health but may be assigned without Customer's consent by VUCA Health to (i) a parent or subsidiary, (ii) an acquirer of

assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of VUCA Health directly or indirectly owning or controlling 50 percent or more of Customer shall entitle VUCA Health to terminate this Agreement for cause immediately upon written notice.

## 17. General

17.1. This Agreement shall be governed by Florida law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Orange County, Florida.

17.2. Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity. Notwithstanding anything contained in this Agreement to the contrary, the parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such equitable relief in a court of competent jurisdiction.

17.3. Neither party shall be liable for any default in its obligations under this Agreement due to natural disasters, acts of God, riots, war, acts of terrorism, epidemics, labor disputes, governmental restrictions, mechanical or electrical breakdown, interruption of utility services, unavailability or disruption of Internet access, shortages or delays in obtaining suitable materials, transportation difficulties, acts of subcontractors, or any other acts which are beyond either Party's reasonable control.

17.4. The parties agree that each is performing its obligations hereunder as an independent contractor, and no joint venture, partnership, employment, or other relationship is being created by this Agreement. Neither party has any express or implied right, power, or authority to enter into any agreement or commitment on behalf of the other.

17.5. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

17.6. This Agreement is severable, and if any term or provision hereof is determined to be invalid or unenforceable, such determination shall not in any way affect the validity or enforceability of the remaining provisions hereof and any such term or provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

17.7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

17.8. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement (including all schedules attached hereto) constitutes the entire, final, and exclusive Agreement between the parties and supersedes any and all other prior or contemporaneous oral or written representations or agreements between the parties relating to the subject matter hereof. No amendments or modifications of this Agreement may be made except in a writing signed by both parties.