



1. Definitions

- 1.1 **“Agreement”** means collectively, this Hardware Subscription Agreement, together with the Order and all attachments, exhibits, Statement of Work (the **“Statement of Work”** or **“SOW”**), schedules, policies, and instructions incorporated by reference thereto.
- 1.2 **“Customer”** means the entity identified as the **“Company”** on the applicable Order which incorporates this Hardware Subscription Agreement.
- 1.3 **“Device or Devices”** means the particular device identified as the **“Packages and Items”** on the applicable Order which incorporates this Hardware Subscription Agreement.
- 1.4 **“Device Fee”** means the monthly Hardware Subscription fee charged to Customer for each Device subscribed to by Customer.
- 1.5 **“Order”** means the Order submitted by the Customer pursuant to which Devices are ordered from InDemand. It is anticipated there will be multiple Orders under an SOW as the Customer orders additional Devices from time to time. An Order refers to the Order as accepted by InDemand.
- 1.6 **“Subscription”** means the transaction in which the Customer agrees to use a particular Device for a particular period of time (the **“Subscription Term”**) for the fee associated with the Subscription for each such Device (the **“Subscription Fee”**).

2. Order

Pursuant to the provisions of this Agreement, InDemand agrees to provide, and Customer agrees to subscribe to the Devices described in the Order. The Order shall describe the type and number of Devices to be included in the Subscription and the Subscription Term for which the Customer will retain possession of each Device. This Order, the Hardware Subscription Agreement, and supplemental terms shall be binding on Customer upon electronic acceptance, or signature and submission to InDemand, (the **“Order Effective Date”**), and binding on InDemand upon processing, (the **“Agreement Effective Date”**).

3. Agreement Term and Subscription Term

- 3.1 **Agreement Term.** The term of this Agreement shall commence on the Agreement Effective Date and shall continue until all Subscription Terms under this Agreement have expired or are terminated in accordance with this Agreement. InDemand may decline to accept additional Orders at any time for any reason.
- 3.2 **Subscription Term.** The Subscription term for a particular Device shall be as reflected in the applicable Order. Upon full completion of the Subscription Term, the Subscription term will automatically transition to a month-to-month Subscription Term, unless specifically stated otherwise in the applicable Order.
- 3.3 **Termination by InDemand.** This Agreement, or any Subscription hereunder, shall terminate upon notice by InDemand, in its discretion, in the case of a Default (as provided in Section 20 below).

4. Device Fees, Payment, and Credit

- 4.1 **Device Fees.** During the Term of this Agreement, unless otherwise agreed in writing, each regular monthly payment of Device Fees for all Devices then supplied under this Agreement shall be paid in Advance. The Billing Date for this agreement will be the date of the initial shipment of the Devices (the **“Billing Date”**). If the shipment date is on the 29th, 30th, or 31st of the month, the subsequent Billing Date for this Agreement will be the 28th day of the month. Payments shall be made by Customer no later than fifteen (15) days after the Billing Date (the **“Due Date”**), unless the customer has requested a consolidated billing report as defined in section 4.2 of this Agreement.
- 4.2 **Consolidated Billing.** If the Customer has requested consolidated billing, InDemand will create and submit electronically a monthly consolidated billing report to the Customer on the 1st day of each month, or the closest following business day, for all Subscriptions and Services under an SOW. Payments shall be made on all Device Subscriptions contained in a consolidated billing report no later than fifteen (15) days after the creation and submission of the consolidated billing report (the Due Date) to the Customer.
- 4.3 **Processing Fee.** Payments made by ACH are not charged a processing fee. Payments made by credit card shall be charged a credit card processing fee equal to five percent (5%) of the payment. Payment by check is available if the regular monthly payment is greater than \$3,000 and will not be subject to a processing fee.
- 4.4 **Pay On Demand.** Customer shall pay on demand all charges due under this Agreement that are not paid when due within ten (10) days of InDemand’s demand.
- 4.5 **Audits.** All Device Fees are subject to audit by InDemand from time to time, and if an error is found, the party favored by the error shall pay or credit the other, as appropriate, the amount necessary to correct the error. Such payment or credit shall be made no later than thirty (30) days after InDemand has notified Customer of the error.
- 4.6 **Third Party Payment.** If Customer has indicated that a third party will pay for the charges due under this Agreement and payment is not received by InDemand by the Due Date, Customer shall pay all such fees and charges within ten (10) days of InDemand’s demand.
- 4.7 **Delinquent Payments.** Payments are delinquent if not received by InDemand no later than ten (10) days after the Due Date. Any payments

not received by the Due Date shall be charged, starting on the day after the Due Date, a fee of \$25.00 per device, per month, plus interest at eighteen percent (18%) or the highest lawful rate, whichever is less, until such payment is received by InDemand. All drafts or charges dishonored for any reason shall be assessed a \$35.00 service charge. In the event that Customer utilizes a credit card to pay for the Order, Customer agrees not to dispute such charges except in good faith and further agrees to use its best efforts to resolve any such dispute.

4.8 **Taxes.** InDemand shall pay applicable property taxes on the Devices shipped pursuant to this Agreement. Any other taxes or expenses of any nature including, but not limited to, sales and use taxes shall be paid when due by the Customer.

4.9 **Abatements and Liens.** Customer agrees that it shall not be entitled to any abatement of Device Fees or of any other amounts payable under this Agreement, and that its obligation to pay all Device Fees and any other amounts owing under this Agreement shall be absolute and unconditional under all circumstances including, but not limited to, the following circumstances: (a) any claim to a right of abatement, set-off, counterclaim, recoupment, defense, or other right which Customer may have against InDemand, (b) the existence of any liens, encumbrances or rights of others whatsoever with respect to any Devices, whether or not resulting from Claims (defined in Section 13 below) against Customer not related to the ownership of the Devices, or (c) any other event or circumstances whatsoever. Each Device Fee and other amount paid by Customer under this Agreement shall be final upon payment and Customer shall not seek to recover all or any part of such payment from InDemand for any reason whatsoever.

4.10 **Device Subscription Cancellation.** A Customer may cancel a Device Subscription prior to the end of the Subscription Period if Customer makes full payment to InDemand for all remaining unpaid Subscription months in the Subscription Period. The Device Subscription Agreement will be canceled upon receipt of full payment by InDemand and the return of the device to InDemand as per section 11.

4.11 **On-Site Services.** If Customer agrees to have a InDemand Field Service Technician provide on-site services and the dispatched Field Service Technician is unable to perform the on-site services due to Customer error, Customer will be billed \$200 for the cost of the Field Service Technician.

5. Device Subscription Termination

Customer agrees to provide InDemand with 45 days' notice of their intent to Terminate this Agreement. Customer agrees to return all Devices as set forth in Section 11.

6. Refund Policy

Unless otherwise agreed in writing and signed by Customer and InDemand, all Device Fees and account setup fees, if any, are non-refundable.

7. Cancellation for Non-Delivery

If, within forty-five (45) days after the Customer's Order was accepted by InDemand in writing, any Devices included in the Order that have not been delivered to Customer, either party, by written notice to the other party, shall have the option at any time thereafter to terminate the parties' obligations with respect to only those Devices described in the Order that have not been delivered.

8. Alterations, Maintenance, and Operation

8.1 **Alterations.** The Customer shall not make any alterations, additions, or improvements to any Devices without InDemand's prior written consent. All alterations, additions, or improvements made to Devices shall belong to InDemand at no charge to InDemand. Any software on the Device that was not purchased by InDemand and is the intellectual property of Customer, shall remain the property of Customer.

8.2 **Maintenance and Operation.** Customer shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the Devices, and shall use the Devices in a careful manner and shall comply with all laws relating to their possession, use, and maintenance. Customer shall maintain the Devices, including any appurtenances thereto, in good operating condition and repair, and return them in such condition to InDemand, subject only to ordinary wear and tear resulting from proper use thereof.

9. Advance Exchange Service

9.1 **Replacement Device.** If the Device is eligible for replacement service, which will be reflected on the applicable SOW, and if InDemand has determined (using virtual support tools) that the Device is broken and requires a swap, a replacement Device will be shipped to the Customer location.

9.2 **Return of Broken Device.** Customer will receive a Return Material Authorization (RMA) and pre-paid shipping label from InDemand to use for the return of a broken Device included in the Subscription. Customer is responsible for the return of the unit for repair to the specified shipping address within seven (7) business days. InDemand reserves the right to deem any Device a loss if the Device is not returned within thirty (30) days after a RMA has been provided to Customer and charge Customer accordingly.

10. Loss or Damage of a Device

10.1 **Loss or Damage.** Except for Devices eligible for replacement service (as described in Section 9 above), regardless of fault, Customer is responsible for all loss and damage to the Devices plus any related expenses, beginning upon delivery of the Devices to the carrier for shipment to Customer and continuing until the Devices are returned and received by InDemand

10.2 **Normal Wear and Tear.** Normal wear and tear and accidental damage from handling, such as drops and liquid damage associated with handling and use of the Device, within the intended use of the Device as described by the manufacturer, is not considered abuse. Additionally, broken tablet screens will not be considered abuse as long as the Device does not exhibit abuse characteristics described below in section 10.3.

10.3 **Abuse.** Customer shall not use any Devices that are damaged or in need of repair. Customer is responsible for all loss and abuse to the Devices while in their possession or control, plus any related expenses, beginning upon delivery of the Devices to the carrier for shipment to Customer or its designee and continuing until the Devices are returned and received by InDemand. Abuse is identified when returned equipment exhibits multicomponent failures or characteristics of damage caused by:

- a. Reckless, abusive, willful, or intentional harmful conduct associated with handling and use of the Device.
- b. Fire, earthquake, or other catastrophic events.

- c. Insertion of foreign objects.
- d. Submersion in water, solvents, or other liquids.
- e. Drops from a height exceeding either Device or Device enclosure manufacturer's prescribed limits, whichever is higher.
- f. Unauthorized repairs and replacement parts.

10.4 **Payment.** In the event of theft or loss of a Device or damage to any Device caused by abuse that renders the Device unusable for continued service, Customer shall pay InDemand 100% of the current list price of the Device. If a list price is not available for the Device, a similar current manufactured device with similar features will be used for the purpose of establishing the list price. Customer agrees that any Device sustaining damage that will require repairs costing more than 33% of the current list price will be deemed unusable and subject to Customer paying InDemand as set forth in this Section. This Section is not intended to be, and shall not be, the measure of damages in the event of a Default by Customer.

10.5 **Device not Returned.** InDemand reserves the right to deem any Device a loss if the Device is not returned within thirty (30) days after a RMA has been provided to Customer and charge Customer accordingly.

11. Return of Device Due to Subscription or Agreement Termination

Customer will receive a RMA and shipping address from InDemand to use for return of any Device if the Subscription Term or this Agreement has expired or been terminated in accordance with this Agreement. Customer is responsible for the return of the Device to the specified shipping address within seven (7) business days. Customer shall use a common carrier, specifying ground service, insured method, to return the Device at Customer's expense. If these requirements are not met, Customer shall continue to be charged the standard Device Fee applicable to the Device under the applicable Order until the Device is received by InDemand or the Customer notifies InDemand of the loss of the Device. InDemand reserves the right to deem any Device a loss if the Device is not returned within thirty (30) days after a RMA has been provided to Customer and charge Customer accordingly.

12. Disclaimer of Warranties, Limitations on Liability, and Disclaimers

12.1 **Warranties.** InDemand is not the manufacturer of the Device and makes no warranties, express, implied, or statutory, as to any matter whatsoever, including, but not limited to, the condition of the Device, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that the Device will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. InDemand further disclaims any warranties implied by the parties' course of dealing, course of performance, or usage of trade.

12.2 **Limitation on Liability.** InDemand shall not have any liability in connection with or arising out of the ownership, leasing, furnishing, performance, or use of the Devices or any indirect, special, incidental, consequential, or punitive damages arising out of or related to this Agreement or any Order hereunder or Device related thereto, whether suffered by Customer or any third party.

12.3 **Loss, Damage, or Injury.** InDemand disclaims any liability whatsoever for loss, damage, or injury to Customer or any third parties as a result of any defects, latent or otherwise, in the Device. InDemand provides the Device in "AS IS, WHERE IS" condition. InDemand shall not be liable in any event to Customer or any third party for any loss, delay, or damage of any kind, resulting from defects in the Device and Customer shall seek recourse with respect to any Device solely against the manufacturer.

12.4 **Disclaimers.** Devices and support services are not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or other activities in which the failure of the Device or support services to attain a desired result could lead to death, personal injury, or severe physical or environmental damage.

13. Indemnity

Customer shall defend and indemnify InDemand against, and hold InDemand harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' and expert witness fees (each a "Claim"), arising out of, connected with, or resulting from a Device including, but not limited to, the manufacture, selection, delivery, leasing, renting, subscribing, purchase, control, possession, use, operation, maintenance, or return of the Device. Customer shall further defend and indemnify InDemand, and hold InDemand harmless from, all loss and damage to the Device that is incurred or arises during the Subscription Term or at any time prior to InDemand's receipt of the returned Device. Customer shall defend and indemnify InDemand against, and hold InDemand harmless from, any Claim based on the failure to supply a Device pursuant to an Order. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all risk and liability for any Claim of injury, disability, and death of workmen and other persons caused by the operation, use, control, handling, or transportation of any Device, during the Subscription Term of the applicable Order. Further, Customer agrees to defend and indemnify InDemand with regard to any taxes the Customer is required to remit under Section 4.8 above including, but not limited to, any costs, fees, attorneys' and expert witness fees, interest, and penalties associated therewith.

14. Risk of Loss

InDemand shall not be responsible for any loss or damage to the Devices (provided the Devices were not damaged when submitted for shipment to Customer) or any property or material while the Device is in Customer's (or a person receiving by or through Customer) care, custody, and control. Customer is encouraged to obtain appropriate insurance against such risks of loss. Customer and its insurers waive all rights of subrogation against InDemand for such losses.

15. Inspection: Conclusive Presumptions

With respect to the delivery of each Device, Customer shall deliver written notice to InDemand specifying any defects in, shortages, or other proper objections to the Devices no later than ten (10) business days after the Devices were delivered to the Customer. Unless InDemand receives such notice, Customer agrees that it shall be conclusively established that Customer has fully inspected and acknowledged that the Devices are in full compliance with this Agreement, in good condition and repair, that no shortages exist, and that the Customer is satisfied with and has accepted the Devices in such good condition and repair. InDemand shall have the right at any time during normal business hours and upon reasonable notice to enter the premises in which the Device is located and, upon reasonable notice, shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

16. Ownership

InDemand shall at all times retain ownership of and title to the Devices. Customer shall at all times protect and defend, at its own cost and expense, InDemand's ownership against all Claims, liens, and legal processes of creditors of Customer and other third parties, and keep the Devices free and clear from all such Claims, liens, and processes.

17. Assignment

Neither this Agreement nor any Order, Subscription, or Device shall be assigned, transferred, pledged, hypothecated, encumbered, interest given, or disposed of in any manner by Customer without InDemand's prior written consent. Customer shall direct any person who desires to use or obtain Devices through Customer to InDemand, and shall not enter into an agreement directly with such person for the use or resale of the Devices. The Customer designated on this Agreement is the sole Customer for this Agreement and is responsible for all Customer obligations contained in this Agreement. InDemand may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and permitted assigns of the parties hereto.

18. Parties' Independent Status

Neither party is the agent or authorized representative of the other, and neither party has any authority to bind the other party except as expressly set forth in this Agreement.

19. Representations of Customer

Customer shall provide InDemand with such corporate resolutions, financial statements, and other documents regarding the financial or credit condition of Customer or any guarantor of the Customer, which InDemand may request from time to time. All such credit and financial information submitted to InDemand in connection with this Agreement shall be materially true and correct in all respects when given. Customer agrees that InDemand and/or its assigns may at any time during the Term of this Agreement investigate the Customer's creditworthiness using all available means.

20. Defaults

Each of the following constitutes a Default under this Agreement.

20.1 Failure or Refusal to Pay. Customer fails or refuses to make all payments under this Agreement within ten (10) days after the Due Date or, where applicable, the date of InDemand's demand for payment pursuant to Section 4.4 above.

20.2 Debt to InDemand. Customer fails or refuses to pay within ten (10) days of when due any indebtedness of Customer to InDemand arising independently of this Agreement.

20.3 Failure or Refusal to Perform. Customer fails or refuses to perform any other covenant in this Agreement and such failure or refusal continues for ten (10) days after written notice thereof to Customer by InDemand.

20.4 Device Abandonment. Customer abandons the Devices.

20.5 Material Misrepresentation. Customer makes any material misrepresentation or materially false statement as to its credit or financial standing in connection with the execution or the further performance of this Agreement.

20.6 Levies. Any attachment or execution is levied on any of the Customer's property.

20.7 Third-Party Users. Customer permits any other entity or person to distribute or use the Devices.

20.8 Insolvency. Customer becomes insolvent, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, or liquidator of Customer, for all or a substantial part of the assets of Customer, under any federal or state bankruptcy, insolvency, receivership, or trust law, or any other law providing for the relief of debtors or any amendment thereto (including, but not limited to, a petition for reorganization, arrangement, or extension).

20.9 Creditor Rights. InDemand shall have all rights available to it as a creditor in the event of a Default.

20.10 Default by InDemand. The following constitutes a Default by InDemand: InDemand fails to deliver the Devices as described on the Order and has not corrected the incorrect delivery within thirty (30) days of receiving notice from Customer of the incorrect delivery provided there has been no occurrence constituting force majeure as provided in Section 27 below.

21. Remedies

In the event of Customer's Default, InDemand shall have the right and option, but shall not be obligated, to exercise any one or more of the following remedies, which remedies or any of them may be exercised by InDemand without notice to Customer and, if the obligations of Customer are guaranteed by a guarantor or guarantors, InDemand shall not be obligated to proceed against any such guarantor or guarantors before resorting to its remedies against Customer under this Agreement.

21.1 Declare Entire Amount Due. To declare the entire amount due under this Agreement, including all Orders, or any particular Order, immediately due and payable as to any and all Devices, without notice or demand to Customer.

21.2 Sue for Device Fees. To sue for and recover all Device Fees, and other payments, then accrued or thereafter accruing, with respect to any or all Devices associated with this Agreement.

21.3 Return of Device. To demand the immediate return of the Devices.

21.4 Take Possession of the Device. To take possession of any and all of the Devices without demand, notice, or legal process, wherever they may

be located. Customer and anyone taking by or through Customer hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any Devices unless InDemand expressly so notifies Customer in writing.

21.5 **Terminate Agreement.** To terminate this Agreement or any Order in whole or in part.

21.6 **Other Remedies.** To pursue any other remedy now, or hereafter, existing in law or equity.

21.7 **Charge Credit Card or ACH.** To charge the credit card or ACH on file for the full amount or any partial amount due under this Agreement. Notwithstanding any said repossession or any other action which InDemand may take, Customer shall be and remain liable for the full performance of all obligations on the part of Customer to be performed under this Agreement.

21.8 **Remedies are Cumulative.** All remedies of InDemand hereunder are cumulative and may, to the fullest extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.

21.9 **Customer's Remedy.** Customer's exclusive remedy under this Agreement or any Order hereunder in the event of InDemand's Default shall be either to cancel the Order as provided in Section 7 above or require InDemand to deliver the Devices specified in the Order to the carrier for shipment to Customer.

22. Customer Closure of Business

22.1 **Documentation.** Customer will provide official documents showing the imminent closing of their business. Acceptable documentation includes official Dissolution Documents and Bankruptcy Petitions.

22.2 **Device Return.** Customer agrees to return all Devices as set forth in Section 11.

22.3 **Payment Reduction.** If Customer successfully completes Section 22.1 and Section 22.2, and the Customer account is not in a Delinquent status as defined by Section 4.7, InDemand will reduce the payment required in Section 4.10 by 50%. The reduced fee can be paid in a single payment or monthly over the remaining months of the contract.

22.4 **Failure to Complete.** If Section 22.1, Section 22.2, and Section 22.3 are not successfully completed, the entirety of this Section 22 is void and the provisions of this Agreement shall control and prevail over this Section 22.

23. No Waiver

No failure on the part of a party to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof unless such waiver is in writing signed by the party waiving its right; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

24. Expenses of Enforcement, Attorneys Fees

In the event of Customer's Default, Customer shall pay InDemand a sum equal to all expenses, including attorneys' and expert witness fees and collection costs, if any, incurred by InDemand in connection with the enforcement of any of InDemand's remedies and all expenses of repossessing, storing, repairing, or selling the Devices together with interest on such amount at the maximum rate allowable by law or eighteen percent (18%), whichever is less, from the date such amount is paid by InDemand.

25. Entire Agreement

This Agreement and the applicable Order under this Agreement, constitute the entire, final and, complete agreement between the parties pertaining to this Agreement or to a particular Order. This Agreement shall not be amended, altered, or changed in any way except in a writing signed by InDemand and Customer. This Agreement supersedes any prior oral or written statements, agreements, or representations with respect to the subject matter hereof. In the event of conflict between the provisions of this Agreement or the applicable Order hereunder, the provisions of this Agreement shall control and prevail over the Order. The parties agree this Agreement is not for the sale of goods.

26. Severability

Any provisions of this Agreement which are unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives; (a) any provisions of law which render any provision hereof unenforceable in any respect; (b) all rights not expressly provided herein and as otherwise available under Colorado law or corresponding provisions of the Uniform Commercial Code article or division pertaining to personal property leasing in any jurisdiction in which enforcement of this Agreement is sought.

27. Force Majeure

InDemand shall not be in Default or otherwise liable for any delay in or failure of its performance under this Agreement if such delays or failures arise by any reason beyond its reasonable control, including, but not limited to, any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, or any act or failure to act by another party. InDemand shall promptly inform and consult with Customer as to any of the above causes, which in its judgment may or could be the cause of a delay in the performance of this Agreement.

28. Governing Law, Jurisdiction

This Agreement and the legal relations of the parties hereto shall in all respects be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles regarding the choice of law. Customer hereby consents and submits to the exclusive jurisdiction of the courts of the State of Colorado and the federal district court for the District of Colorado for the purposes of any suit, action, or other proceeding arising out of its obligations hereunder, and expressly waives any objections that it may have to the venue of such courts. Customer hereby expressly waives any right to trial by jury in any action brought on or with respect to this Agreement. Service of process by the Customer in connection with any

such dispute shall be binding on the Customer if sent to the Customer either by email or regular mail at the address specified in this Agreement or at such address as otherwise specified by the Customer from time to time. Any action by Customer against InDemand for any cause of action relating to this Agreement shall be brought within one year after any such cause of action first arises.

29. Notices

All notices and demands (each a "Notice") under this Agreement shall be given in writing and shall be delivered to the recipient and deemed received by the recipient as follows: (a) four (4) days after depositing the Notice in the mail, provided the Notice is sent using U.S. registered or certified mail, return receipt requested, (b) if sent via email during normal business hours in the timezone of the recipient (or the beginning of the next business day if sent after normal business hours), upon receipt of electronic confirmation that transmission was received, (c) upon delivery (no signature required) if deposited with an internationally recognized overnight delivery service (such as FedEx) for overnight delivery or two days after deposit if deposited for two day delivery, or (d) upon receipt if hand delivered to the individual designated below. Notices shall be sent to the recipient at the contact information contained in the signature block to this Agreement. A party may change its address or facsimile number by providing the other party Notice in accordance with this Section 29.

30. Export Laws

Customer shall not remove or transmit any Devices from the United States of America if such removal or transmission would be in violation of any United States export, counter-terrorism, or other applicable laws.

31. Number and Captions

As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit or explain any of the provisions of the Agreement.

32. Survival

All of the provisions of this Agreement shall survive the execution, delivery, and termination of this Agreement.

33. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Electronically transmitted signature pages shall be deemed originals for all purposes.