

END-USER LICENSE AGREEMENT

Version: 17 June 2011

This End-User License Agreement (“Agreement”) is by and between the company, entity or individual (“You” and/or “Your”) which is acquiring the license to use the Products, as defined below, and Autonomy Corporation plc or its applicable affiliate or subsidiary (“Autonomy”). “You” and/or “Your” and “Autonomy” may be individually referred to as “Party” and/or collectively referred to as the “Parties.” This Agreement will become effective on the date on which You click on the box marked “I Accept” described above or download the Software, whichever occurs first.

Definitions

“Authorized Contact(s)” means named individuals trained in the use of the Products identified on the Entitlement and/or otherwise identified by You as having security authorization to contact Autonomy’s Technical Support Department to report problems and seek assistance in the use of the Products.

“Documentation” means the applicable installation guides, service descriptions, technical specifications, on-line help files, and user manuals for the Software provided by Autonomy.

“Entitlement” means the collective set of applicable documents, including, but not limited to, any and all exhibit(s), attachment(s), addendum(s), schedule(s), Purchase Order(s), and/or invoice(s) authorized and provided by Autonomy evidencing the license type and/or Term and Your obligation to pay associated fees for the Products and/or Maintenance Services.

“Maintenance Services” means the maintenance service in support of the Software purchased by You commencing on the Shipment Date and terminating as reflected in the Entitlement.

“Products” means the Software and/or Documentation.

“Purchase Order” and/or “P.O.” means a document submitted by You to Autonomy which indicates the quantity, term, price, and location of Products to be licensed by You.

“Shipment Date” means the earliest calendar day in which Autonomy (i) initially ships to You the Products via a reputable overnight courier; (ii) allows You to access the Products via a TCP/IP and/or FTP transfer site; or (iii) actually installs the Software and provides the Documentation. Without limiting the warranties set forth herein, the Products will be deemed accepted upon shipment.

“Software” means the software products as reflected in the Entitlement.

“Upgrades” and/or “Updates” means error corrections, minor enhancements, and major enhancements to the Software that You have licensed hereunder as reflected in the Entitlement.; however, Upgrades and/or Updates exclude dependent software that works with the Software but provides separate and optional functionality, which Autonomy may offer to You for an additional charge as reflected in the Entitlement.

License Grant

In consideration for the payment of the Software fees, Autonomy hereby grants to You and You hereby accept, a limited, nonexclusive, non-transferable, perpetual license for the Products, as reflected in the Entitlement, to (i) install the Software on Your computer systems equal to the number and type described in the Entitlement; (ii) use the Software in executable form only for Your internal business needs; (iii) use the Documentation to support the use of the Software; and/or (iv) make a commercially reasonable number of copies of the Software in executable form only, for non-production backup purposes.

License Restrictions

You specifically agree to limit the use of the Products and/or Maintenance Services to those specifically granted in this Agreement. Notwithstanding the foregoing, You specifically agree not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize and/or create derivative works of the Products; (iii) remove any of Autonomy’s, or its vendors, copyright notices and proprietary legends; (iv) use the Products (a) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including, but not limited to, the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (d) in any application that may involve risks of death, personal injury, severe property damage/environmental damage, and/or in any life support applications, devices or systems; and/or (v) file copyright or patent applications that include the Products or any portion thereof. You are solely responsible for maintaining the security of the environment in which the Software is used, the security and integrity of Software files and specifications, and the administrative passwords for the Software.

Termination and/or Suspension of License

Autonomy may terminate and/or suspend Your Products license without liability, with or without notice, based on Autonomy’s reasonable belief that: (i) You are using the Products in violation of any applicable federal, state, or local law, ordinance or regulation; (ii) the Products are being used in breach of the section entitled “License Restrictions” or otherwise in a potential harmful or unlawful manner; (iii) the use of the Products adversely affects Autonomy’s equipment, security network infrastructure, or its service to others; (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Autonomy from furnishing the Products to You; or (v) You fail to pay undisputed charges for the

Products after being given notice. In the event that the Products are suspended, Autonomy will use commercially reasonable efforts to inform You and will work with You to resolve such issues and reinstate the Products.

User Reconciliation and Remediation

You will review the number of users of the Products on a semi-annual basis from the date of Your agreement to the terms and conditions set forth herein, and will report promptly to Autonomy the number of users of the Products that exceed the number of users set forth in the Entitlement. If the number of users of the Products exceeds the number of users set forth in the Entitlement, the Parties will then execute a new Entitlement reflecting the updated number of users. Autonomy will subsequently invoice You for the incremental number of users of the Products and associated Maintenance Services. The associated Maintenance Services will be co-terminus with the latest expiration date of the previously purchased Maintenance Services under the Entitlement. Payment will be due upon Your receipt of invoice from Autonomy.

Evaluation License

If the Software is designated as an "Evaluation License" as reflected in the Entitlement, Autonomy grants to You and You hereby accept a temporary, nonexclusive, non-transferable right to use one (1) copy of the Software in object-code/executable form only, solely for evaluation purposes, but not for general production use, during the term stipulated by the applicable Entitlement or for the period permitted by the license key ("Evaluation Period"). The Evaluation License will cease to function after the expiration of the Evaluation Period. At such time, You may obtain a license grant for use of the Software by contacting Autonomy and agreeing to the appropriate End-User License Agreement.

Pilot License

If the Software is designated as a "Pilot License" as reflected in the Entitlement, Autonomy grants to You and You hereby accept a temporary, nonexclusive, non-transferable right to use one (1) copy of the Software in object-code/executable form only, solely for pilot purposes, but not for general production use, during the term stipulated by the applicable Entitlement or for the period permitted by the license key ("Pilot Period"). The Pilot License will cease to function after the expiration of the Pilot Period. At such time, You may obtain a license grant for use of the Software by contacting Autonomy and agreeing to the appropriate End-User License Agreement.

Fee

A fee is required for the Products and/or Maintenance Services ("Fee"). The Fee is based on the number of allowed users as reflected in the Entitlement. The Fee will be due within thirty (30) calendar days after invoice date. The Fee will be in the currency set forth in the Entitlement. Invoicing will occur via email. Autonomy may impose late charges on overdue payments at a rate equal to the lesser of one and a half percent (1.5%) per month or the highest rate permitted by law, calculated from the date payment was due until the date payment is made and all expenses incurred in collection,

including reasonable attorneys' fees. You are required to notify Autonomy annually of the number of users supported by the Products, at which time You will be invoiced for any additional Fee if the number of users supported has increased above that allowed by the applicable Entitlement. Other Fee arrangements may be applicable depending on the particular Products that You have licensed. Payment terms are as reflected in the Entitlement. Any Fee paid is non-refundable for the Products and Maintenance Services, except as provided for in the section entitled "Software Warranty". Autonomy may decline to make any shipments or provide services, including, but not limited to, Maintenance Services, if in Autonomy's reasonable opinion, circumstances exist, which raise doubt as to Your ability or willingness to pay as provided herein. Upon default by You, Autonomy will have other rights and remedies as may be provided by law. If Maintenance Services are withheld in accordance with the foregoing, in order to reinstate such Maintenance Services, You will be responsible for paying the Fee associated with back Maintenance Services from the date that such Maintenance Services were withheld through to the then current date.

Taxes

The Fee is exclusive of all federal, state, local, value-added and foreign taxes, levies, assessments and withholdings. You agree to bear and be responsible for the payment of all such taxes, levies, assessments and withholdings imposed on You or Autonomy arising out of this Agreement, excluding only any tax based on Autonomy's net income.

Maintenance Services

In consideration for the on-going payment of the Maintenance Services Fee, as reflected in the Entitlement, Autonomy will provide Maintenance Services for the Software. You acknowledge that this Agreement includes a warranty for the Software for a period of ninety (90) calendar days from the Shipment Date. The initial Maintenance Services period commences upon the Shipment Date of the Software; therefore, the Warranty Period (as defined herein) overlaps the initial Maintenance Services period. So long as You have not lapsed in Your payment of the Maintenance Services Fee due hereunder, You will receive at no additional charge all Upgrades and/or Updates that are not designated by Autonomy as new products and/or modules for which a separate fee may be charged. If You have lapsed in the payment of the Maintenance Services Fee due hereunder, prior to recommencement of Maintenance Services, You will be responsible to pay the Maintenance Services Fee in full, measured from the date that such Maintenance Services were stopped through to the then-current date.

Error Correction

Autonomy will use commercially reasonable efforts to correct verifiable and reproducible errors when properly reported to Autonomy. The error correction(s), when completed, may be provided in the form of a "Temporary Fix," which will consist of sufficient programming and operating instructions to implement such error correction(s).

Previous Versions

It is Your responsibility to obtain and install all Upgrades and/or Updates; Autonomy will take commercially reasonable efforts in accordance with reasonable industry standards to notify You of all Upgrades and/or Updates. Autonomy reserves the right to withhold support for versions of the Software, which have not had the latest Upgrades and/or Updates installed. If You elect not to install the latest Upgrades and/or Updates, then Autonomy will only provide Maintenance Services for the previous versions of the Software for one (1) year commencing immediately upon the commercial availability of such subsequent Upgrades and/or Updates.

Authorized Contacts

You agree to provide at all times the number of Authorized Contacts as set forth in the Entitlement. You will provide to Autonomy and keep current the phone numbers and email addresses of all such Authorized Contacts. The Authorized Contacts will be the sole contacts for all communications between You and Autonomy's Customer Support, until the reported problem is resolved. In the event the Authorized Contact(s) drops below the required minimum, You will notify Autonomy within fifteen (15) calendar days and will have ninety (90) calendar days to replace such Authorized Contact(s). Within fifteen (15) calendar days of Your agreeing to the terms set forth herein, You agree to register such Authorized Contact(s) for the next available training classes. Prices for such training will be quoted separately at the then-current prices. Training is offered at select Autonomy facilities or You may choose to have Autonomy's Professional Services Department provide training at Your location.

Software Warranty

Autonomy warrants for a period of ninety (90) calendar days from the initial Shipment Date of the Software, ("Warranty Period") for Your benefit alone, that the Software will perform substantially and materially in accordance with such Software's technical specifications included or referred to in the applicable Documentation ("Software Warranty"). Autonomy does not warrant that the Software will be error-free in all circumstances. You will provide prompt written notice of any non-conformity. Your exclusive remedy, and Autonomy's exclusive obligation with respect to a material breach of this Software Warranty, will be for Autonomy to use commercially reasonable efforts to repair or replace such Software so as to make such Software substantially conforming to the applicable Documentation. If Autonomy cannot repair or replace the non-conforming Software under this Software Warranty in a commercially feasible way and the non-conformance has been reported in writing during the applicable Warranty Period, Autonomy will refund or credit, at Autonomy's option, the portion of previously paid the Fee allocable to the remaining term for such non-conforming Software upon return of same to Autonomy. Autonomy will have no obligation with respect to any failure of the Software to perform as warranted under this section if such failure results from: (a) improper use, operation, or neglect of the Software; (b) unauthorized changes, repairs, or modifications to the Software; (c) the merger of the Software (in whole or part) with any other software or equipment by You not previously approved by Autonomy; and/or (d) any material breach by You of Your obligations under this Agreement.

Warranty Exclusions and Exclusive Remedy

EXCEPT FOR THE WARRANTIES SET FORTH IN THE SECTION ENTITLED "SOFTWARE WARRANTY," AUTONOMY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. AUTONOMY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS SET FORTH IN THE SECTION ENTITLED "SOFTWARE WARRANTY" STATES AUTONOMY'S ENTIRE RESPONSIBILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL BREACH OF WARRANTY.

Exclusion of Consequential Damages

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING WILL NOT APPLY TO YOUR BREACH OF THE "LICENSE GRANT" AND/OR "LICENSE RESTRICTIONS" SET FORTH HEREIN.

Limitation of Liability

AUTONOMY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE UNLESS SUCH LOSS OR DAMAGE IS DUE TO AUTONOMY'S NEGLIGENCE. IF AUTONOMY IS FOUND LIABLE, THE AMOUNT OF AUTONOMY'S MAXIMUM LIABILITY FOR ANY AND ALL LOSS AND/OR DAMAGE (IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF THE FEE PAID TO AUTONOMY WITHIN THE PRIOR SIX (6) MONTHS FROM WHICH SUCH CLAIM ARISES. IF THE DATA TRANSMITTED IS INSURED BY YOU, YOU WILL CAUSE YOUR INSURERS OF SUCH DATA TO WAIVE ANY RIGHT OF SUBROGATION AGAINST AUTONOMY.

Essential Purpose

THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

Your Environment

Autonomy will bear no liability to You or any third party resulting from Your decision not to implement any reasonable change to Your technical environment that supports the Products and/or Maintenance Services that may be advised by Autonomy in writing; and You will hold Autonomy harmless from and against any suit or proceeding (including reasonable attorneys' fees) brought against Autonomy arising directly from such a failure to provide the necessary access and/or

support for Autonomy to implement any such change. Further, You agree to inform Autonomy of any system change to You that may reasonably be expected to affect Autonomy's ability to provide the Products and/or Maintenance Services.

Indemnification

If a third party claims that the original, unaltered, unmodified Software infringes any United States patent, copyright or trade secret, Autonomy will (as long as You are not in material default under this Agreement) indemnify, defend and hold You harmless against such claim at Autonomy's expense and pay all damages that a court of competent jurisdiction finally awards, provided that You (i) promptly notify Autonomy in writing of the claim; (ii) allow Autonomy to control the defence or any related settlement negotiations; and (iii) cooperate with Autonomy in the defence of any such claim(s); provided that Autonomy will not affect any settlement unless such settlement provides You with a full release. If such a claim is made or appears possible, Autonomy may, at its option, (i) secure for You the right to continue to use the Software; (ii) modify or replace the Software so it is non-infringing; or, (iii) in Autonomy's reasonable judgment, if neither of the foregoing options is available, require You to return the Software for a refund or credit (at Autonomy's sole option) equal to the portion of previously paid Fee allocable to the remaining Term. However, Autonomy has no obligation for any claim based on a modified version of the Software or the combination, operation, or use of the Software with any software, product, data, or apparatus not provided by Autonomy. THIS PARAGRAPH STATES AUTONOMY'S ENTIRE OBLIGATION TO YOU AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT.

Intellectual Property & Protections

Autonomy or its suppliers are the sole and exclusive owner of all right, title, and interest in and to the Software (excluding any open source third party software), Maintenance Services, Documentation and all copies thereof including all Upgrades and/or Updates, derivations, modifications and enhancements thereto (including, but not limited to, ownership of all intellectual property rights). This Agreement does not provide You with title or ownership of the Software, Maintenance Services, and/or Documentation, but only a right of limited use. Modification of the source code will void Your Software Warranty and Autonomy will have no further Maintenance Services responsibility. You recognize and acknowledge the exclusive right of Autonomy and/or its suppliers in and to all patents, trademarks, service marks, trade names, copyrights, and other intellectual property and proprietary rights in and to the Products, including all Upgrades and/or Updates ("Intellectual Property"), and that such Intellectual Property is the sole and exclusive property of Autonomy and/or its suppliers. You waive Your right to contest the validity and/or ownership of such Intellectual Property.

Term

This Agreement will continue for one (1) year ("Term"). Thereafter, the Term will automatic renew on a year-by-year basis, until receipt of written notice of non-renewal, with or without cause, is delivered by either Party to the other not less than thirty (30) calendar days prior to the expiration of the then-current Term. You acknowledge and agree that the Fee is non-

refundable. If this Agreement provides for on-going payments during the Term and You terminate prior to the end of the then-current Term, You agree to pay the full amount that would have become due up to the end of the then-current Term.

Termination for Material Breach

This Agreement may be terminated by either Party upon thirty (30) calendar days written notice for a material breach by the other Party, unless such other Party cures the breach within the thirty (30) calendar day notification period. You agree upon any termination to destroy the Software, together with all copies in any form. Termination of this Agreement does not relieve You of any outstanding payments due or any liability arising prior to termination.

Termination for Changes to Applicable Law

This Agreement may be terminated by either Party if the continued relationship, the provision of the Software, Documentation, and/or Maintenance Services, and/or the transactions hereunder, would violate any applicable law (whether such law is existing at the time of this Agreement or thereafter modified or enacted) and result in material costs or liabilities to the terminating Party that were not anticipated as part of the Agreement.

Confidentiality

"Confidential Information" means any proprietary, confidential and/or trade secret information of the Party disclosing such information relating to, among other things, the Software, Equipment, technology, specifications, manufacturing methods, know-how, business or marketing plans, business relationships, and the terms of this Agreement. Confidential Information will not include information that: (i) was in the public domain when disclosed; (ii) becomes public domain after disclosure, other than as a result of the violation of this Agreement; (iii) was in the receiving Party's possession when disclosed and was not acquired directly or indirectly from the disclosing Party; (iv) is shown by written evidence to have been developed by the receiving Party independently after disclosure without benefit of the Confidential Information; or (v) was received after disclosure from a third-party who did not require it to be held in confidence and who did not acquire it directly or indirectly from the disclosing Party. Confidential Information will be used only in the manner contemplated by this Agreement and will not be intentionally disclosed to third-parties without the disclosing Party's written consent. The receiving Party will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, but in no event less than reasonable care under the circumstances.

Subpoena

Autonomy is authorized to comply with any subpoena or similar order related to the data in its possession, provided that Autonomy notifies You promptly upon receipt thereof, unless such notice is prohibited by law. You will pay Autonomy's applicable charges as set forth in the Entitlement for such compliance, which may include copying data onto CD, DVD or other media. Autonomy will cooperate with Your efforts to quash or limit any subpoena, at Your expense.

Audit

You will maintain records reasonably required to verify compliance with this Agreement. Upon at least thirty (30) calendar days' notice to You, and not less than twelve (12) months since a prior audit, Autonomy may audit and inspect the applicable records of You, at Your principal place of business, during Your normal business hours and in such a manner as to avoid unreasonable interference with Your business operations. In the event that Autonomy determines that You have underpaid any payment due under this Agreement, Autonomy will notify You in writing of this alleged discrepancy. Any undisputed underpayment by You will be paid to Autonomy (plus interest at the lesser of one percent (1.0%) per month or the highest rate permitted by law), within thirty (30) calendar days of such determination.

General

Notices

All notices under this Agreement will be in English and will be in writing and delivered by overnight courier or hand, postage prepaid certified or registered first-class mail with return receipt requested, or facsimile. Notices will be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment or receipt of electronic transmission. Notice to Autonomy will be sent to Autonomy at 120 Turnpike Road, Southborough, Massachusetts 01772, United States, Attention: Director, Sales Operations. Notices to You will be sent to the address set forth in the Entitlement or to such other address as You may specify in writing in accordance with this section.

Force Majeure

Neither Party will be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other Party by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's foreseeable control including but not limited to strikes, riots, natural catastrophes, terrorist acts, governmental intervention, or other acts of God, or any other causes beyond such Party's reasonable control.

Relationship with Third Parties

This Agreement governs the relationship between Autonomy and You. No other person or entity will be a party to this Agreement nor will they be considered a third-party beneficiary of this Agreement.

Severability & Survival

The illegality or unenforceability of any provision of this Agreement will not affect the validity and enforceability of any legal and enforceable provisions hereof. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction then such clause will be re-construed to provide the maximum protection afforded by law in accordance with the intent of the applicable provision. The following sections will survive any termination or expiration of

this Agreement: "License Grant", "License Restrictions", "Fee", "Taxes", "Exclusion of Consequential Damages", "Limitation of Liability", "Essential Purpose", "Your Environment", "Indemnification", "Intellectual Property & Protections", "Confidentiality", "Subpoena", "Audit", and "General".

Assignment

You may not assign this Agreement without the prior written consent of Autonomy, which will not be unreasonably withheld or delayed.

Applicable Law

This Agreement and all resulting claims and/or counterclaims will be governed, construed, enforced, and performed in accordance with the laws of the Commonwealth of Massachusetts, USA, without reference and/or regard to its conflicts of laws principles and the U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby submits to the exclusive jurisdiction of the courts of Massachusetts and hereby waives any objections to venue with respect to actions brought in such courts.

Export Restrictions

You agree and certify that software, products, services, and/or all related technical information and materials that You receive from Autonomy will not be exported or re-exported outside of the United States ("U.S.") except as authorized and permitted by the laws and regulations of the U.S., and export or re-export contrary to U.S. laws is prohibited. You agree to comply, at Your own expense, with any and all foreign governmental requirements relating to Your exports from the U.S., importation and use outside of the U.S., and/or re-exports from abroad of such products, services, and/or all technical information and materials. You will indemnify, defend, and hold harmless Autonomy from and against any claim, loss, liability, or damage suffered by Autonomy related to Your breach of this provision. You also agrees that Autonomy may withhold provision of software, products, services, and/or technical information and materials under this Agreement if Autonomy believes, in good faith, that You have breached this provision.

Government End-User Notice

The Software is a "Commercial Item," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 48 C.F.R. 227.7202-1 through 227,7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to United States Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein.

ITAR

You understand that Autonomy employees may have access to native data to perform the Services herein and represent that none of this data requires protection from access by foreign person(s) because it contains technical information regarding defence articles or defence services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of this data does contain any such information, You will notify Autonomy of the specific data that contains such information and acknowledge that special storage and service rates will apply thereto.

Waiver

Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein will not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

Entire Agreement & Integration

This Agreement and any and all Entitlement referencing this Agreement represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the Parties. No modification of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties. Except as otherwise set forth herein, any and all additional and conflicting terms and conditions presented with or in any communication, including, but not limited to, Your P.O., except with respect to price, quantity, and location specified in a P.O., are hereby rejected, and will be deemed null and void.

Headings and Conflict

All headings used herein are for convenience of reference only and will not in any way affect the interpretation hereof. If there is any conflict between this Agreement and any Entitlement, the order of precedence will be that this Agreement will supersede, then the Entitlement.