Master Subscription Agreement (AWS Marketplace)

This Master Subscription Agreement (AWS Marketplace) (this "**Agreement**") entered into by the business by which the individual accepting this Agreement is employed or otherwise engaged ("**Client**") and the Yext entity set forth below ("**Yext**") governs Client's use of Yext's Products (as described below) purchased via the Amazon Web Services ("**AWS**") Marketplace. By accepting this Agreement, or by executing an Order (as described below) that is governed by this Agreement, Client agrees to the terms of this Agreement. If an individual is entering into this Agreement on behalf of a company or other legal entity, Client represents that the individual has the authority to bind such Client to these terms and conditions. If you do not have such authority or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Products. This Agreement was last updated on [_____], 2022. Yext may make updates or changes to this Agreement in the future as indicated by the date in the preceding sentence. Yext may provide Client with notice of such updates, and it is recommended that Client check and review this Agreement regularly. Client's continued use of the Products will confirm acceptance of the modified Agreement. This Agreement is effective between Client and Yext the date the applicable Products are purchased by Client via the AWS Marketplace (the "**Effective Date**"). If Client is based in the United States, Canada, Mexico, Australia or New Zealand, the Yext contracting entity is Yext, Inc. If Client is based in Japan, the Yext contracting entity is Yext KK. If Client is based anywhere outside the United States and Japan, the Yext contracting entity is Yext Limited. Yext and Client are each referred to herein as a "**Party**," and collectively as the "**Parties."** An entity which (i) controls, (ii) is controlled by, or (iii) is under common control with Client or Yext is referred to herein as an "Affiliate" of such Party.

1. **Product Subscriptions.**
    1.1. **Client Content.** Client Content means all business data and other information or content that is made available by or on behalf of Client in connection with its use of the Products. As between Yext and Client, Client retains ownership of all rights to the Client Content.
    1.2. **Orders.** Yext offers its clients various products and services (each, a "**Product**") that may be purchased as subscriptions via the AWS Marketplace, as described on the relevant listing page in the AWS Marketplace. AWS has been authorized by Yext to process purchases of Product subscriptions by Client via the AWS Marketplace pursuant to the terms of this Agreement. Yext reserves the right, in its sole discretion, to make any changes to the Products that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Yext's Products to its customers, (ii) the competitive strength of or market for the Products or (iii) the Products' cost efficiency or performance; or (b) to comply with applicable law. The specific Product subscriptions purchased by Client and made available by Yext will be identified in one or more separate, written schedules that are entered into by both Parties and reference this Agreement (each, a "**Subscription Schedule**" or "**Statement of Work**", as applicable). Each Subscription Schedule and Statement of Work will set forth:
        a) the Product(s) for which Yext is providing the Client subscriptions;
        b) the start date and end date of such subscriptions;
        c) the fees that Client will pay to Yext for such subscriptions, and the payment terms; and
        d) other terms applicable to such subscriptions (for example, number of purchased Client subscriptions and usage restrictions applicable to particular subscriptions).
    Any Subscription Schedules and Statements of Work signed by both Parties will become a part of this Agreement and are incorporated herein by reference. To the extent any provision of a Subscription Schedule or Statement of Work conflicts with any provision set forth elsewhere in this Agreement, the provision set forth in the Subscription Schedule or Statement of Work will control.
2. **Payment.**
    2.1. **Fees.** For each Product subscription, Client will pay AWS the applicable fees in the amounts, and in accordance with the payment terms, set forth in the applicable Order. Fees do not include any taxes, levies, duties or similar governmental assessments, including, for example, value-added, sale, use or withholding taxes assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Client is responsible for paying any Taxes associated with its purchases hereunder. If Yext or AWS has the legal obligation to pay or collect Taxes for which Client is responsible under this section, AWS will invoice Client and Client will pay that amount unless Client provides a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Yext is solely responsible for taxes assessable against it based on its income, property and employees. Purchased subscriptions may not be cancelled and all fees paid are non-refundable. Client agrees that its purchases are not contingent on Yext's delivery of any future functionality or features.
    2.2. **Late Payment**. If any amount owing by Client is overdue, Yext may, without limiting its other rights and remedies, suspend Client's access to Product(s) until such amounts are paid in full or terminate this Agreement pursuant to Section 3.2 ("Termination").
3. **Term and Termination.**
    3.1. **Term.** The term of this Agreement begins on the Effective Date and shall continue through the specific duration of the Product subscription(s) you have purchased until all subscriptions have expired or been terminated in accordance with the term herein (the "**Term**").
    3.2. **Termination.** Either Party may terminate an Order upon thirty (30) days prior, written notice to the other Party if the other Party commits a material breach this Agreement (or such Order); provided, however, that such Order will not terminate if the other Party cures such breach by the end of the thirty (30) day period. In the event Client terminates an Order for Yext's uncured material breach in accordance with the previous sentence, Client would be entitled to a pro rata refund of any prepaid fees for the remaining portion of the Term of such Order following such termination. In addition, Yext may terminate any Order upon notice to Client if Yext reasonably believes that

Client is engaging in any business or conduct that may be illegal, fraudulent, tortious, or if Yext determines in good faith that termination is necessary to comply with its obligations to any third party following a breach of this Agreement by Client.

3.3. Effects of Termination. Upon expiration or termination of the Agreement for any reason: (a) any amounts owed to Yext under this Agreement including any Order(s) before such termination will be immediately due and payable; (b) Yext reserves the rights in its sole discretion to disable all access to the Products, using any lawful means, including, but not limited to those that disable Client's access automatically with the passage of time; and (c) Client shall immediately cease any and all use of the Products.

3.4. Survival. The following provisions shall survive any expiration or termination of this Agreement: Section 2 ("Payment"); Section 3.3 ("Effects of Termination"); this Section 3.4 ("Survival"), Section 4.2 ("Restrictions on Client's Use"), Section 4.3 ("Proprietary Rights"); Section 5 ("Yext's Use of Client Content"); Section 6.2 ("Representations and Warranties; Disclaimer"); Section 7 ("Liability"); Section 8 ("Indemnification"); Section 9 ("Confidentiality"); and Section 10 ("General Provisions").

4. **Products.**

4.1. Client's Use. Subject to and conditioned on Client's payment of the fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Yext hereby grants Client a limited, non-exclusive, non-transferable (except as permitted under Section 10.3 ("Assignment")) right to access and use the applicable Products during the term of each applicable Order in accordance with the Agreement. Client agrees that it will only make available Client Content that it knows to be true and which relates to its own business. Client, or, in case Client Affiliate enters into an Order pursuant to this Agreement, Client Affiliate, shall be responsible for all use of the Products by itself, Affiliates, distributors, franchisees and by any third persons acting on Client's or Client Affiliates' behalf. Client agrees that it shall take commercially reasonable measures (which shall be no less stringent than those it uses to protect Client's similar information) to safeguard all information related to the access and use of the Products, including (but not limited to) login information, account passwords and API keys, if applicable. If Client becomes aware of any unauthorized access of any of its accounts, it shall immediately notify Yext in writing and shall work cooperatively with Yext to resolve problems related to unauthorized access.

4.2. Restrictions on Client's Use. Except as expressly provided in this Agreement Client will not: (i) copy, modify, prepare derivative works of, decompile or reverse engineer any Product, or any portion of any of the Products, (ii) use the Products to store or transmit any malware, or for any unlawful or fraudulent purpose, (iii) use the Products to create or assist a third party in creating a competing product, (iv) bypass or breach any security device or protection used by the Products, (v) access or use the Products in any manner or for any purpose that infringes or misappropriates or otherwise violates any intellectual property right of any third party or (vi) sell, resell, license, sublicense, distribute, rent or lease any Product.

4.3. Proprietary Rights. Except as expressly provided in this Agreement, as between Client and Yext, Yext owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, including all aspects of the technology and branding, and any software or other materials including without limitation any analytics, reports or aggregated, anonymized data developed or created by or on behalf of Yext in connection with delivery of the Products hereunder. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to, the Products, whether expressly, by implication, estoppel or otherwise.

5. **Yext's Use of Client Content.**

5.1. Corrections. If Yext identifies any Client Content that is inaccurate or contains errors (e.g., the incorrect spelling of a city name or a wrong zip code), or non-compliance with formatting guidelines (e.g., use of unsupported special characters), Yext may (but is not required to), in addition to its other available rights and remedies, modify the Client Content to render it true.

5.2. License. Client grants Yext and its affiliates a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, unlimited, sublicensable (through multiple tiers of sublicensees) license to use, reproduce, prepare derivative works of, display and distribute the Client Content for the purpose of providing Client with the Products.

6. **Representations, Warranties and Covenants; Disclaimer.**

6.1. Representations, Warranties and Covenants. Each Party represents, warrants and covenants that as of the Effective Date and at all times during the term of this Agreement: (i) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and (ii) it has all corporate authority required to enter into this Agreement. Client represents, warrants and covenants that as of the Effective Date and at all times during the term of this Agreement it has obtained, and grants to Yext, sufficient rights to access and use Client Content to deliver the Products in accordance with this Agreement.

6.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THE PRODUCTS OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, COMPLIANCE WITH ANY APPLICABLE LAW, RULE, REGULATION, JUDGMENT, ORDER OR DECREE OF ANY GOVERNMENT, GOVERNMENTAL INSTRUMENTALITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR

UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. **Liability.**

   7.1. **Liability Exclusion.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR ANY LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL OR REPUTATION, WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF OR RELATING TO THE PRODUCTS OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY ORDER), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

   7.2. **Limitation of Damages.** EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY ORDER), REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL FEES PAID BY CLIENT TO YEXT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE FIRST CLAIM ARISES.

   7.3. **Exceptions.** Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 7.2 will not apply with respect to: (i) any damages arising from a Party's fraud or willful misconduct, (ii) Section 8.1 (iii), any breach of Section 4, (iv) Client's failure to pay any fees due under this Agreement or any Order.

8. **Indemnification.**

   8.1. **Client's Indemnity Obligation.** Client will defend, indemnify, and hold harmless, Yext and its affiliates, and each of its and their respective officers, directors, employees, contractors and agents (collectively, "**Yext Indemnitees**") from and against any and all claims, actions, lawsuits and investigations brought by a third party ("**Third Party Claims**") and will pay any settlements, awards, fines and reasonable attorney's fees and expenses and court costs (collectively, "**Losses**") associated with such Third Party Claims, in each case to the extent arising from or relating to any Client Content and/or the conduct of Client's business (including, but not limited to, any allegation that any Client Content infringes any third party patents, trademarks, copyrights or other proprietary rights, constitutes false advertising or is defamatory and/or that the Client Content or the conduct of Client's business is in violation of any applicable law or regulation).

   8.2. **Yext Indemnity Obligation.** Yext will defend, indemnify, and hold harmless, Client and its affiliates, and each of its and their respective officers, directors, employees, contractors and agents (collectively, "**Client Indemnitees**") from and against Third Party Claims and will pay any Losses associated with such Third Party Claims, in each case to the extent arising from or relating to: any allegation that Yext's provision of the Products (excluding, for the avoidance of doubt, any Client Content or third party content provided through the Products) infringes or misappropriates third party intellectual property rights; provided, however, that this indemnity will not apply to the extent the Third Party Claim is caused by: (i) the unauthorized (by Yext) alteration or modification of the Products by a Client Indemnitee, (ii) use of the Products in violation of this Agreement, (iii) the combination, operation or use of the Products with any product, device, software or service not supplied by Yext to the extent the combination creates the infringement, or (iv) Yext's compliance with Client's designs, specifications, requests, or instructions by Client to the extent the Third Party Claim is based on such compliance.

   8.3. **Indemnity Procedures.** A Party seeking indemnification for a Third Party Claim under this Agreement will (i) give the other Party (the "**Indemnitor**") written notice of the Third Party Claim promptly; provided, however, that the failure to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that Indemnitor demonstrates actual prejudice caused by such failure; and (ii) give the Indemnitor primary control of the defense of the Third Party Claim and negotiations for its settlement. The Indemnitor will have the right to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided, however, that the Indemnitor will not settle, or consent to any entry of judgment in, any such Third Party Claim without obtaining either: (i) an unconditional release of the Party seeking indemnity (and all other Client Indemnitees or Yext Indemnitees, as applicable) from all liability with respect to all claims underlying such Third Party Claim or (ii) the prior, written consent of the Party seeking indemnity. The Parties will reasonably cooperate with each other in any such Third Party Claim. If Yext believes the Products infringe or may be alleged to infringe a third party's intellectual property rights, then Yext may, in its discretion: (i) obtain the right for Client, at Yext's expense, to continue using the Products; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the Products so that they no longer infringe. If Yext does not believe the options described in this section are commercially reasonable, then Yext upon 30 days' written notice,

may terminate Client's subscription for the affected Products and provide Client with a refund of any prepaid fees covering the remainder of the term of the terminated Product subscriptions.

9. **Confidentiality.**

9.1. By virtue of this Agreement, the Parties (including the Parties' Affiliates) may have access to information that is confidential or proprietary to one another ("**Confidential Information**"). Confidential Information shall mean any information that is directly or indirectly disclosed or made accessible by or on behalf of a Party (or its Affiliates) (the "**Disclosing Party**") that is marked as confidential or which, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary, including product specifications, pricing, data, proposals, business models, marketing plans and strategic plans, customer and employee information, financial information, software, reports or forms of the Disclosing Party.

9.2. The Party (or its Affiliates) receiving Confidential Information of the other (the "**Receiving Party**") agrees to use such Confidential Information solely to perform its respective obligations under this Agreement and will take reasonable measures to avoid unauthorized disclosure or use, including, but not limited to, taking at least those measures it takes to protect its own similar Confidential Information. Each Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to the Receiving Party's employees and Representatives (defined below), except to those that have a need to know such information and who are already legally bound to maintain its confidentiality. The Parties acknowledge and agree that breach of this Section 9 may cause irreparable harm to a Disclosing Party, entitling the Disclosing Party to seek injunctive relief without requiring the posting of a bond in addition to all legal or equitable remedies available. Confidential Information shall not, however, include any information which (i) is publicly known and is made generally available through no fault of the Receiving Party; (ii) is already in the possession of the Receiving Party without obligation of confidentiality at the time of disclosure by the Disclosing Party as shown by the Receiving Party's written records; (iii) is obtained by the Receiving Party from a third party without, to Receiving Party's knowledge, a breach of such third party's obligations of confidentiality; (iv) is independently developed by the Receiving Party without use of or reference to a Disclosing Party's Confidential Information, as shown by the Receiving Party's documentary records; or (v) is part of the Client Content.

9.3. If a Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will (if lawful) provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party, at its sole expense, may seek a protective order or other appropriate relief. If such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party or its employee will furnish that portion (and only that portion) of Confidential Information that is legally compelled or is otherwise legally required to disclose; provided, however, that the Receiving Party provides such assistance at the Disclosing Party's expense and as the Disclosing Party may reasonably request in obtaining such order or other relief.

10. **General Provisions.**

10.1. **Relationship of The Parties.** Each Party is an independent contractor of the other Party. Nothing herein will constitute a partnership between or joint venture by the Parties or constitute either Party as the agent of the other.

10.2. **Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior, written consent of the other Party; provided, however, that, notwithstanding the foregoing, a Party may, without the consent of the other Party, assign or otherwise transfer this Agreement (including all of such Party's rights and obligations hereunder) to any of its affiliates, subsidiaries, or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

10.3. **Representatives.** Except as where otherwise stated, each Party is permitted to use contractors, agents and professional advisors ("**Representatives**") in connection with this Agreement but is liable for their acts and omissions.

10.4. **Export Compliance.** To the extent applicable, the Products and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Client represents that Client is not named on any U.S. government denied-party list. Client shall not permit third parties to access or use any Products in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

10.5. **Notice, Contracting Entity, Governing Law and Jurisdiction.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, or, if sent via email, upon sending by the sender, so long as no bounce-back or other message failure alert is received by the sender and (b) if the party giving the Notice has complied with the requirements of this Section.

If to Client: to the Notice contact at the address and/or email address provided to Yext by the Client.

If to Yext:

61 Ninth Avenue,

New York, NY 10011

Email: legal@yext.com

Attention: General Counsel

If the Yext contracting entity is Yext, Inc., then this Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in New York County, New York for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

If the Yext contracting entity Yext Limited, then this Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of England, without regard to principles of conflicts of law. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded. The Parties hereby consent and agree to the exclusive jurisdiction of the courts of England, for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

If the Yext contracting entity is Yext KK, then this Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of Japan, without regard to principles of conflicts of law. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded. The Parties hereby consent and agree to the exclusive jurisdiction of Tokyo District Court for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

10.6. **Updates and Additional Terms.** Yext reserves the right to update, improve, replace, discontinue, modify or alter the specifications for or functionality of the Products from time to time. Client agrees that its use of and access to certain Products are subject to the "Product Terms" currently located at http://www.yext.com/terms/en-product-terms/, and are incorporated into, and form a part of, this Agreement.

10.7. **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either Party will be excused to the extent that performance is rendered impossible by acts of god, strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, internet failure, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing Party.

10.8. **Modification.** No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both Parties.

10.9. **No Waiver.** No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the party so charged.

10.10. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Parties' intent.

10.11. **Entire Agreement.** This Agreement (including any Order) contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement. To the extent Client provides a purchase order or similar document that includes additional terms and conditions, such terms and conditions shall be deemed rejected and of no effect with regards to this Agreement and the Products.