

ISMS APPLICATIONS, LLC

SUBSCRIPTION AGREEMENT

TERMS AND CONDITIONS

Last updated May 20, 2021

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BY CLICKING THE “I ACCEPT” BUTTON BELOW OR SUBMITTING YOUR ELECTRONIC SIGNATURE BELOW, OR PHYSICALLY SIGNING A COPY OF THIS AGREEMENT, YOU ARE AGREEING ON YOUR BEHALF (IF ENTERING INTO THIS AGREEMENT AS AN INDIVIDUAL) OR YOUR COMPANY’S BEHALF, AS APPLICABLE (“CUSTOMER” OR “YOU”) TO THIS AGREEMENT, AND ANY AMENDMENTS OF THIS AGREEMENT.

DO NOT SIGN THIS AGREEMENT, OR CLICK ON THE “I ACCEPT” BUTTON BELOW, IF YOU LACK AUTHORITY TO ENTER INTO A BINDING AGREEMENT WITH ISMS APPLICATIONS, LLC (“SERVICE PROVIDER”) ON BEHALF OF CUSTOMER.

SERVICE PROVIDER may, at any time, modify this Agreement which will be effective upon posting to <https://platform.ismsapplication.com> By continuing to ACCESS AND/OR use THE SERVICES after SERVICE PROVIDER has posted any such modifications, you agree to be bound by the modifications. Please review this Agreement regularly so that you are aware of any such modifications. If any modification is not acceptable to you, you must cease use of the SERVICES IMMEDIATELY.

These Terms and Conditions (together with its Schedules, Exhibits and Attachments, this “**Agreement**”) set forth the agreement between you and ISMS Applications, LLC, a Delaware limited liability company (“**Service Provider**”) regarding Customer’s access and/or use of the Services (as defined below). Service Provider and Customer are collectively referred to as the “**Parties**” or “**parties**” and individually as a “**Party**” or “**party**”.

1. STRUCTURE

1.1 Definitions

Defined terms used in this Agreement have the meanings given in *Exhibit 1 (Definitions)* or elsewhere in this Agreement. Capitalized terms that are used in this Agreement but not defined in the applicable Order Form (as defined below) or any Exhibit to these Terms and Conditions shall have the respective meanings assigned to them in these Term and Conditions.

1.2 Structure

- (a) Access to the Services shall be purchased or otherwise obtained by online or hard-copy ordering or registration documents that are completed and submitted to Service Provider by Customer and accepted by Service Provider (each, an **“Order Form”**), or as otherwise granted by Service Provider in its discretion.
- (b) This Agreement sets forth the general terms and conditions governing the contractual relationship between Customer and Service Provider as to the Services provided pursuant to each Order Form.
- (c) This Agreement is incorporated by reference into, and made a part of, each Order Form.

2. TERM

Unless terminated earlier in accordance with Section 14, the term of this Agreement (the **“Term”**) shall commence on the Effective Date of the first Order Form and continue until the date upon which the last Order Form expires.

3. SERVICES

3.1 Scope of Services

Service Provider shall provide the following services, functions and responsibilities (collectively, the **“Services”**):

- (a) the services, functions, and responsibilities described in the applicable Order Form; and
- (b) providing Customer access to and use of, solely for Customer’s internal business purposes, Service Provider’s web-based services identified on the applicable Order Form.

3.2 Maintenance and Updates

Service Provider shall perform ongoing maintenance, updates and enhancements to the Services.

3.3 Excluded Services

- (a) Except for those duties and responsibilities as are explicitly set out in the applicable Order Form, Service Provider has no other duties or responsibilities whatsoever under this Agreement (such other duties or responsibilities, **“Excluded Services”**).
- (b) For certainty, Service Provider has no obligation to monitor compliance by Customer or any other person with any restriction or guideline imposed by such person or entity’s constitutive documents, by contract or by law or otherwise. Customer acknowledges and agrees that Service

Provider does not provide legal services or tax services. All such foregoing compliance monitoring services, as well as legal or tax services, are deemed to be Excluded Services.

4. CUSTOMER RESPONSIBILITIES

4.1 Cooperation

Customer shall fully cooperate with Service Provider in connection with Service Provider's assumption and delivery of the Services.

4.2 Excusing Events

Service Provider's nonperformance of its obligations under this Agreement shall be excused due to Customer's failure to perform any of its responsibilities or obligations set forth in this Agreement.

4.3 Wrongful Use of the Services

(a) Customer agrees that it will not use the Services to:

- (i) upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise unlawful or objectionable;
- (ii) impersonate any person or entity, including, but not limited to a representative of Service Provider, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity;
- (iii) upload, post, email or otherwise transmit any content that Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (iv) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights, including Intellectual Property Rights, of any person or entity;
- (v) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, emulate, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (vi) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; and/or
- (vii) "bot," "hack," "crack," or otherwise attempt to circumvent any access control, copyright protection or license-enforcement mechanisms associated with or related to the Services.

(b) Without limiting the foregoing, any access or use of the Services that is inconsistent with the terms and conditions this Agreement is unauthorized and strictly prohibited.

5. CHARGES

5.1 Charges Generally

The prices for the Services and other amounts that Customer shall pay are set forth in the applicable Order Form.

5.2 Taxes

Customer shall be responsible for any and all sales, use, transfer, goods and services, value added, and other similar transaction-based taxes which arise out of the Services or the payments made by Customer to Service Provider under this Agreement. Customer shall not be responsible for any income, franchise or similar taxes of Service Provider.

6. COMPLIANCE WITH LAWS

6.1 Compliance by the Parties.

- (a) Each Party will perform its obligations under this Agreement in a manner that complies with laws applicable to such Party.
- (b) Customer will be responsible for ensuring that the obligations of Service Provider, in each case in relation to Service Provider's provision of the Services to Customer, are sufficient to meet the requirements of Customer's obligations under law.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information

(a) Definition.

(i) **"Confidential Information"** of each Party means information identified as proprietary or confidential at the time of disclosure, or which from the circumstances, in good faith should be treated as confidential, and which relates, in any way, to the products, services, business or affairs of the Furnishing Party. In the case of Service Provider, Confidential Information also includes the Services and all components thereof.

(ii) Exclusions. The Parties' confidentiality obligations set forth in this Agreement do not apply to Confidential Information that: (A) was, at the time of disclosure to it, in the public domain; (B) was in possession of the Receiving Party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation; (C) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; (D) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the Receiving Party; (E) was independently developed by the Receiving Party without use of the Confidential Information of the Furnishing Party; or (F) was anonymized so that the user and/or the Customer are not identifiable.

7.2 Confidentiality Obligations

- (a) Generally. The Receiving Party shall: (i) not disclose the Furnishing Party's Confidential Information for the use or benefit of, any person or entity without the Furnishing Party's consent, (ii) secure and protect the Furnishing Party's Confidential Information from unauthorized use or disclosure by using at least the same degree of care as the Receiving Party employs to avoid unauthorized use or disclosure of its own Confidential Information, but in no event less than

reasonable care, and (iii) not duplicate any material containing the Furnishing Party's Confidential Information except in the direct performance of its obligations under this Agreement.

(b) **Required Disclosures.** The Parties' respective obligations in this Section 7.2(b) shall not restrict any disclosure required pursuant to any law or governmental authority; provided, however, that the Receiving Party shall give advance notice of such disclosure requirement to the Furnishing Party (where reasonably practicable and to the extent legally permissible) and give the Furnishing Party reasonable opportunity to object to and contest such disclosure.

7.3 Return or Destruction.

Except as otherwise required by law or to the extent this Agreement provides for the Receiving Party to continue to use items that constitute or contain the Furnishing Party's Confidential Information after the applicable expiration or termination of this Agreement, the Receiving Party shall promptly return and cause to be returned, or (at the Furnishing Party's option) promptly destroy and cause to be destroyed all copies of the Furnishing Party's Confidential Information upon the termination of this Agreement.

8. PROPRIETARY RIGHTS

8.1 Customer Data

(a) Customer Data shall be the property of Customer. Service Provider is hereby provided a perpetual, non-exclusive, worldwide, royalty-free license to create and publish derivative works from Customer Data.

(b) Any and all usage data and/or information obtained by Service Provider from Customers use of the Services is the exclusive property of the Service Provider.

(c) "**Customer Data**" means any data or information that is the Confidential Information of Customer and that is input by Customer into the Services.

8.2 Service Provider

Service Provider shall be the sole and exclusive owner (including all Intellectual Property Rights therein) of the Services and all components thereof.

9. WARRANTIES

9.1 Limited Warranty

(a) Until such time, if any, as Service Provider publishes Documentation with respect to the Services, the Services shall be provided on an "as is" basis and without any warranty, express or implied, of any kind.

(b) From and after such time, if any, as Service Provider publishes Documentation with respect to the Services, Service Provider warrants to Customer that the Services, when used in accordance with the Documentation, shall materially conform to their functional specifications in the Documentation. Service Provider shall use reasonable efforts to correct or re-perform any defective or nonconforming Services, provided that Customer provides Service Provider with a written report that describes such failure in sufficient detail to enable Service Provider to reproduce

such failure. Such correction and re-performance shall be Customer's sole and exclusive remedy for Service Provider's breach of this warranty.

(c) The limited warranty set out in this Section 9.1(a) shall not apply to the use of the Services for beta-testing or other pre-production purposes or for other purposes not explicitly authorized by this Agreement, an Order Form or the Documentation.

9.2 Exclusive Warranty; Disclaimer

(a) THE EXPRESS WARRANTY SET FORTH IN SECTION 9.1 CONSTITUTES THE ONLY WARRANTY MADE BY SERVICE PROVIDER WITH RESPECT TO THE SERVICES. SERVICE PROVIDER MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVICES. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVICES SHALL BE ERROR-FREE OR SECURE, OR THAT THE SERVICES WILL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

(b) Customer acknowledges and agrees that the results of and information provided by the Services is provided for informational purposes only and should not be construed as legal advice on any subject matter. Any action Customer takes based upon the Services or the results thereof is strictly at its own risk.

10. INDEMNITIES

10.1 Indemnities by Customer

Customer shall indemnify and hold harmless Service Provider and its officers, directors, employees, agents, successors and assigns (collectively, the **"Service Provider Indemnified Parties"**) from and against any and all Losses suffered or incurred by any of them, and shall defend the Service Provider Indemnified Parties against any third party claim or threatened claim, arising out, in connection with or related to (a) Customer's access to and/or use of the Services (including the results thereof), and/or (b) any of the Losses described in Section 11.1.

10.2 Indemnification Procedures

In the event of a claim against a Party entitled to indemnification and defense under this Agreement (the **"Indemnified Party"**), notice thereof shall be given to the Party obligated to indemnify and defend such claim (the **"Indemnifying Party"**) as promptly as practicable; provided, however, that any failure by the Indemnified Party to provide such notice shall not relieve the Indemnifying Party of its obligations to indemnify and defend under this Agreement except to the extent that the Indemnifying Party can demonstrate actual prejudice as a result of such failure. The Indemnifying Party shall have authority to assume the defense of such claim through its own counsel reasonably acceptable to the Indemnified Party. The Indemnified Party may participate in said defense and/or negotiations to protect its interests at the Indemnified Party's cost and expense. In the event that

the Indemnifying Party does not diligently defend such claim, the Indemnified Party shall have the right to assume sole control of the defense and the Indemnifying Party agrees to pay all legal expenses associated with such defense and the full amount of any judgment or settlement. Neither any settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party, nor any admission regarding the Indemnified Party's interests, shall be entered into by the Indemnifying Party, except with the prior written consent of the Indemnified Party.

11. LIABILITY

11.1 Service Provider Limitations

Service Provider will not be liable for, will not be in breach of this Agreement or any Order Form as a result of, and, for the avoidance of doubt, will not be required to indemnify Customer in respect of, any Losses suffered or incurred by Customer if and to the extent that such Losses arise with respect to or as a result of:

- (a) any Excluded Services;
- (b) Service Provider's compliance with any request from Customer to take a particular action with respect to any Excluded Services and/or Service Provider taking any such action with respect to any Excluded Services; or
- (c) Service Provider's performance of the Services, except to the extent such Losses result from Service Provider's fraud, bad faith, or gross negligence or willful default or misconduct in the performance of its obligations under this Agreement or any Order Form.

11.2 Limitation of Liability

The total aggregate liability of Service Provider, its Affiliates, and all of its and their respective officers, directors, employees, subcontractors, agents, successors and assigns under each Order Form, whether based on a claim in contract or in tort, law or equity, shall not exceed, during the Term, an aggregate amount equal to the amounts due and owing to Service Provider for Services properly rendered under such Order Form for the six (6) months prior to the month in which the first event giving rise to liability occurred under such Order Form.

11.3 Consequential Damages.

NEITHER SERVICE PROVIDER NOR ITS AFFILIATES, NOR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS OR ASSIGNS SHALL BE LIABLE UNDER ANY ORDER FORM FOR, NOR SHALL THE MEASURE OF DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE).

12. FORCE MAJEURE

Service Provider shall not be liable for failure to perform (or delay in performing) its obligations under this Agreement to the extent such failure or delay is caused by or resulting from a Force Majeure Event. A **"Force Majeure Event"** is an event of natural disaster, casualty, acts of God, riots, terrorism, war, general strikes or labor unrest, or such other event of similar nature that is beyond

the reasonable control of the Party seeking to excuse its delay or failure. Add electronic and non-availability of the internet

13. DISPUTES

13.1 Governing Law

The laws of Maryland and the federal laws of the United States applicable therein shall govern, construe, and enforce all of the rights, duties, and obligations arising out of or related in any manner to, the subject matter of this Agreement, notwithstanding any conflicts of law principles.

13.2 Forum for Disputes

(a) Except to the extent necessary to obtain jurisdiction over a third party, each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement shall be brought solely and exclusively in any state or federal court located within Baltimore County, Maryland and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party.

(b) The Parties further consent to the jurisdiction of any state or federal court located within a district which encompasses assets of a Party against which a judgment has been rendered, for the enforcement of such judgment or award against the assets of such Party.

(c) The Parties unconditionally waive any right to a jury trial for any claim or cause of action relating to this Agreement.

13.3 Other Remedies; Injunctive Relief

The initiation of the dispute resolution process as described in this Section 13 shall not prevent any Party from exercising any of its other rights or remedies hereunder (including the right to terminate this Agreement or to seek injunctive relief).

14. TERMINATION

14.1 Termination for Cause

If either Party materially breaches any of its duties or obligations hereunder (including, in the case of Customer, non-payment of any charges or fees), and such breach is not cured or able to be cured, or the breaching Party is not diligently pursuing a cure to the non-breaching Party's reasonable satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching Party may terminate this Agreement for cause as of a date specified in the Termination Notice.

14.2 Termination for Insolvency

Each Party may, by giving the other Party a Termination Notice at least thirty (30) days' prior written notice, terminate this Agreement, in whole or in part, if the other Party (a) becomes insolvent, or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) shall be adjudicated a

bankrupt or shall make an assignment for the benefit of its creditors generally, or (d) generally is unable to pay its debts as such debts become due.

14.3 Termination without Cause

Service Provider may, by giving Customer a Termination Notice at least thirty (30) days' prior written notice, terminate this Agreement, in whole or in part, for convenience.

14.4 Termination Assistance

Customer shall be entitled to an export of Customer Data upon the written request of Customer and upon expiration or termination of this Agreement, provided that such request shall have been made within thirty (30) days following such expiration or termination. Customer acknowledges and agrees that service or transaction fees may be payable by Customer to Service Provider in connection with the foregoing.

15. GENERAL

15.1 Assignment

This Agreement and the obligations of Customer are personal to Customer. Neither Customer nor any successor(s), receiver, or assignee of Customer shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Customer's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Service Provider and any assignment without such consent shall be void.

15.2 Parties' Relationship

The Parties to this Agreement are independent parties.

15.3 No Waiver

No failure, delay or omission by a Party to exercise any right, remedy or power it has under this Agreement shall impair or be construed as a waiver of such right, remedy or power. A waiver by any Party of any breach of covenant shall not be construed to be a waiver of any succeeding breach of such covenant or a breach of any other covenant. All waivers shall be in writing and signed by an authorized representative of the waiving Party.

15.4 Notices

(a) To Customer. Service Provider may provide any notice to Customer under this Agreement by: (i) posting a notice on Service Provider's website; or (ii) sending a message to the email address then associated with Customer's account. Notices Service Provider provides by posting on its website will be effective upon posting and notices Service Provider provides by email will be effective when Service Provider sends the email. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with its account when Service Provider sends the email, whether or not Customer actually receives the email.

(b) To Service Provider. Customer shall give notice to Service Provider as follows; (i) by facsimile transmission to (888) 453-0595; or (ii) by personal delivery, overnight courier or registered or certified mail to 1304 Concourse Drive, Suite 120, Linthicum, Maryland 21090. Service Provider may update the facsimile number or address for notices to Service Provider by posting a notice on its website. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one (1) business day after they are sent. Notices provided registered or certified mail will be effective three (3) business days after they are sent.

15.5 Rules of Construction

(a) Entire Agreement. This Agreement and its attached Schedules, Exhibits and Attachments, together with all applicable Order Forms, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Service Provider, whether written or oral, as to the subject matter hereof.

(b) Headings and Article, Section and Exhibit References. The Section headings of these Terms and Conditions, and the Schedule, Exhibit and Attachment headings, are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

(c) Order of Precedence. If a conflict occurs between the applicable Order Form, these Terms and Conditions, or any Schedule, Exhibit or Attachment, the order of precedence shall be:

(i) First, the Terms and Conditions;

(ii) Second, the applicable Order Form; and

(iii) Third, any Schedule, Exhibit, Attachment, or any other document incorporated into any Order Form.

(d) Survival. Any and all provisions of this Agreement which by their nature or effect are required or intended to be observed, kept, or performed after the expiration or termination of this Agreement shall survive the expiration or any termination of this Agreement and remain binding upon and for the Parties' benefit.

(e) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the Parties' rights and obligations shall be construed and enforced accordingly.

(f) Parties and Beneficiaries. This Agreement shall be entered into solely between and may be enforced only by, the Parties. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any party or entity other than the Parties.

EXHIBIT 1

DEFINITIONS

This *Exhibit 1 (Definitions)* does not contain all the defined terms used in this Agreement. Certain other definitions may be found in the Exhibits in which such terms are used, or otherwise in the particular context in which they are used.

Term	Definition
Affiliate	Means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or under common control with such entity at the time in question.
Agreement or Subscription Agreement	Has the meaning given in the introductory paragraph of the Terms and Conditions.
Confidential Information	Has the meaning given in Section 7.1(a)(i) of the Terms and Conditions.
Customer	Has the meaning given in the introductory paragraph of the Terms and Conditions.
Customer Data	Has the meaning given in Section 8.1(b) of the Terms and Conditions.
Documentation	Means any and all technical and user documentation provided and maintained by Service Provider with respect to the Services, as located from time to time at https://platform.ismsapplications.com/
Effective Date	Means, with respect to each Order Form, the effective date set out in such Order Form.
Excluded Services	Has the meaning given in Section 3.3(a) of the Terms and Conditions.
Force Majeure Event	Has the meaning given in Section 12 of the Terms and Conditions.
Furnishing Party	Means the Party furnishing its Confidential Information.
Indemnified Party	Has the meaning given in Section 10.3 of the Terms and Conditions.
Indemnifying Party	Has the meaning given in Section 10.3 of the Terms and Conditions.
Intellectual Property Rights	Means all right, title and interest to intellectual and industrial property rights recognized in any jurisdiction anywhere in the world, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, and service

Term	Definition
	marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).
Losses	Means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).
Order Form	Has the meaning given in Section 1.2(a).
Party or Parties	Has the meaning given in the introductory paragraph of the Terms and Conditions.
Receiving Party	Means the Party receiving Confidential Information of the other Party.
Service Provider	Has the meaning given in the introductory paragraph of the Terms and Conditions
Service Provider Indemnified Parties	Has the meaning given in Section 10.2 of the Terms and Conditions.
Services	Has the meaning given in Section 3.1 of the Terms and Conditions.
Term	Has the meaning given in Section 2 of the Terms and Conditions.
Termination Notice	Means a written notice of termination that specifies (a) a termination date which is not less than the number of days specified for such notice in the applicable Section of the Terms and Conditions; and (b) the Services being terminated.
Terms and Conditions	Means the terms and conditions of this Agreement (excluding its Schedules, Exhibits or Attachments).