



## STANDARD TERMS AND CONDITIONS OF SALE



Sales and other transactions under these terms and conditions (these "Terms") are by Lowry Holding Company, Inc., a Delaware corporation that does business as Lowry Solutions, Inc. ("Lowry") to the person named as the customer, buyer, or purchaser in the documentation to which these Terms are attached or with which they are associated ("Customer"). If these Terms are first tendered to Customer before Customer tenders a purchase order or similar document to Lowry, these Terms are in lieu of any terms later submitted by Customer and Lowry rejects all additional or different terms and conditions of Customer, whether confirmatory or otherwise. If Lowry tenders these terms after the tender by Customer of other terms, whether as part of a purchase order or otherwise, then Lowry's acceptance of any offer by Customer associated with Customer's terms is expressly conditioned upon Customer's acceptance of any additional or different terms contained in these Terms. Customer's performance, or acceptance of, or payment for, any goods, services, or software (each a "product" and, in the plural, "products") from Lowry, will constitute Customer's acceptance of these Terms. These Terms, together with the associated description of the products that are the subject of the purchase and sale transaction under these Terms constitute an "Agreement." Customer represents and warrants that any products it purchases from Lowry are for business or commercial use and not for domestic, personal, family, or household use.

1. **PRICES & MINIMUM ORDER QUANTITIES:** The prices of the products supplied by Lowry are as stated in the Agreement. Customer acknowledges that the prices for certain products offered by Lowry are based on Customer purchasing a minimum quantity of those products. Where Customer orders a product that is subject to a minimum order quantity and the quantity ordered does not meet that minimum order quantity, Lowry reserves the right to adjust the price or ship the minimum order quantity at its discretion.
2. **PAYMENT:** Unless otherwise expressly agreed in writing by Lowry, Customer will pay any invoice issued by Lowry in U.S. Dollars. No discounts are authorized. Lowry may, at its sole discretion, require payment by bank transfer, cash, certified check, C.O.D., or irrevocable Letter of Credit. All accounts are subject to prior approval of Lowry's credit department, in accordance with Lowry's credit policies and practices in effect from time to time. Except as expressly stated in the Agreement, the amount of credit or terms of payment may be changed by Lowry at any time for any reason. Customer will pay all amounts due under the Agreement without setoff. If Customer fails to make payment when due or defaults in any other way, Lowry may, at its option, without limiting any of its other rights or remedies available under these Terms or applicable law, and until Customer's account is current: (1) withdraw credit and suspend or cancel performance under any or all Agreements between Lowry and the Customer; and/or (2) reschedule shipment. Each shipment will be separately invoiced and paid for without regard to other shipments. If Customer fails to pay any amount when due, Customer shall also pay to Lowry late charges of the lesser of 1.5% of the amount past due per month or the maximum amount allowable under applicable law. In addition, if Customer fails to fully pay any undisputed amount within ten days after receiving written notice from Lowry specifying that such fees are overdue, Lowry may suspend provision of products and/or terminate all agreements between Lowry and the Customer. Any such suspension or termination will not relieve Customer from its obligation to pay past due fees or late charges. These remedies are in addition to all other remedies of Lowry.
3. **TAXES:** All prices are exclusive of sales, use, excise, customs, export, import, commodity or any other taxes. Customer will pay all such taxes and any license fees or other charges incidental to the sale of products. Customer will, at Lowry's request, provide to Lowry reasonable proof of payment by Customer of such taxes, fees, and assessments. If Lowry is required to prepay any taxes on behalf of Customer, Customer will reimburse Lowry for all such taxes paid.
4. **SHIPMENTS; RISK AND TITLE:** Except as otherwise specified in the Agreement, all shipments will be made, and all pricing, transfer of title, and risk of loss will be, in accordance with the terms designated in the Agreement or, if no terms are expressed (a) in the case of shipment to addresses in the United States, FOB (as defined in Uniform Commercial Code Section 2-319) Lowry's facilities and (b) in the case of shipment to any place outside the United States, Ex Works (as defined in Incoterms 2000) Lowry's facilities. Any claims against Lowry for shortages or non-conformance that could, with due diligence, be discovered by inspection upon receipt, must be made within 10 days after receipt. Prices include packaging in accordance with Lowry's standard practice. Lowry may make deliveries in installments with appropriate partial invoicing issued for each such installment. Any shipping date or delivery date stated represents Lowry's best estimate of when the products will be shipped or delivered. Lowry is not liable for losses or added costs due to delivery delays. Each shipment of products to be delivered is to be considered a separate sale and Customer will pay the agreed price for each shipment without regard for any failure to deliver any subsequent shipment of such products. Lowry's breach or default in the delivery of any shipment will not give Customer the right to refuse to receive any other shipment. Any back-ordered products will be considered a separate shipment. Any failure by Customer to pay for any shipment within the time for payment is an anticipatory material breach with regard to other shipments.
5. **FORCE MAJEURE:** Lowry will not be liable for failure to deliver, or for delay in delivery of, the products arising out of causes beyond its reasonable control, including, but not limited to, acts of God or of the public enemy, acts of any governmental authority, fires, floods, unusually severe weather, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor, freight embargoes, acts of civil or military authorities, embargoes, wars, riots, insurrections, acts of terrorism, other acts of violence, inability to secure necessary parts and materials, power outages, computer viruses, unauthorized or malicious access to computer systems, or telecommunications failures. In no event will Lowry be liable for any loss or damage of any kind (direct, indirect, incidental, consequential, special, punitive, or otherwise) in connection with any failure to deliver or delay in delivery.
6. **CANCELLATION:**
  - A. **Termination For Default.** Either party may terminate its obligation to purchase or sell any products purchased under the Agreement, other than products already paid for by Customer, by written notice, without prejudice to its other rights or remedies if: (1) the other party files a petition in bankruptcy or assignment for the benefit of creditors, becomes insolvent, becomes, or admits that it is, unable to pay its debts generally as they become due, or has a manager or receiver appointed over any of its assets; or (2) the other party defaults under these Terms and does not remedy the default within 30 days (10 days in the case of payment defaults) following written notice requiring the breach to be remedied.
  - B. **Termination For Convenience.** At Lowry's sole discretion, the Agreement or portions of the Agreement may be cancelled on receipt of written request from Customer requesting cancellation, except that Agreements or Agreement line items for products designated non-cancellable or non-returnable (NCNR or other designation to that effect), or for custom products cannot be cancelled under any circumstances. Customer will accept delivery and pay 100% of the purchase price of such Agreement line item(s).
  - C. **Adequate Assurance Of Performance.** In any circumstance where Lowry has the right to demand adequate assurance of Customer's performance (such as under Section 2-609 of the Uniform Commercial Code, where applicable), Customer will provide such assurance within 10 days after demand by Lowry.
7. **PRODUCT CHANGES:** Lowry may at any time and without notice to the Customer, change the product(s) in any way that does not adversely affect the form, fit or function of the product(s) in any material respect.
8. **TECHNICAL ASSISTANCE:** Except to the extent expressly provided in the Agreement or in a separate document executed and delivered by an authorized representative of Lowry, Lowry will not be liable in any respect to provide technical advice, facilities or service in connection with the Agreement or the products supplied.
9. **SECURITY INTEREST:** Except as otherwise specified in the Agreement, transfer of title and risk of loss will be as stated in Section 4. Customer grants to Lowry a security interest in the products supplied under these Terms and any proceeds thereof and accessions thereto as security for Customer's obligations (payment and otherwise) to Lowry. Lowry may register and/or file a financing statement or other document with the appropriate authorities to protect or perfect its security interest. To the extent that a debtor signature or other authentication is required in order to file a financing statement or similar document, Customer hereby appoints Lowry its attorney in fact for the purposes of executing such financing statement(s) or similar documents.

## 10. THIRD PARTY HARDWARE/SOFTWARE:

### A. Defined Terms.

- (i) "Third-Party Hardware" means products that are goods of which Lowry is not the manufacturer.
- (ii) "Third-Party Software" means software of which Lowry is not the original author or licensor.

### B. Third-Party Hardware and Software.

- (i) Licenses. Third-Party Software is subject to the terms of such license agreement(s) as the original author or ultimate licensor of the Software provides with such Third-Party Software. Customer's installation and/or use of any Third-Party Software is subject to such license agreements and Customer agrees to comply with the same. LOWRY MAKES NO REPRESENTATION OR WARRANTY WITH REGARD TO THIRD-PARTY SOFTWARE.
- (ii) Warranties. Lowry's sole obligation with regard to Third-Party Hardware is to deliver to Customer marketable title to such Third-Party Hardware and, with respect to Third-Party Hardware and Software, is to assign, or otherwise make available, to Customer such warranty as the manufacturer makes available with regard to such Third-Party Hardware and Software. LOWRY MAKES NO OTHER WARRANTY WITH REGARD TO ANY THIRD-PARTY HARDWARE AND SOFTWARE.

11. **PRODUCT RETURNS:** All product returns of any type are subject to Lowry's authorization and all return documentation must contain Lowry's Returned Materials Authorization ("RMA") number. Lowry may refuse returned shipments not approved by Lowry or not properly identified. The request for return approval must include serial number, part number, lot number, and date code (each as applicable), full identification of products to be returned, the problem noted, sample media being used and examples. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Customer bears the cost of shipment to Lowry of all product returns.

12. **DISCLAIMERS AND LIMITATION OF LIABILITY: EXCEPT AS OTHERWISE SET OUT IN THE AGREEMENT AS AN EXPRESS WARRANTY BY LOWRY, THE PRODUCTS DELIVERED UNDER THESE TERMS ARE SUPPLIED "AS IS" AND WITH ALL FAULTS AND LOWRY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AS TO THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING DISCLAIMER, LOWRY MAKES NO WARRANTY THAT ANY OF THE PRODUCTS ARE SUITABLE FOR ANY PARTICULAR APPLICATION OR THAT THE PURCHASE OR USE OF ANY PRODUCTS WILL ACHIEVE ANY PARTICULAR RESULT. CUSTOMER IS ENTIRELY RESPONSIBLE FOR ANY DETERMINATION THAT THE PRODUCTS ARE APPROPRIATE FOR APPLICATION FOR CUSTOMER'S PURPOSES.**

**NOTWITHSTANDING ANYTHING IN THESE TERMS OR OTHERWISE TO THE CONTRARY, LOWRY WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF PRODUCT BY CUSTOMER OR ANY CUSTOMER OR SUCCESSOR HOLDER OF ANY PRODUCT, WHETHER CAUSED BY EQUIPMENT MALFUNCTION, DESIGN DEFECT, MANUFACTURING DEFECT, OR FAILURE TO WARN, AND WHETHER OR NOT ARISING IN STRICT LIABILITY; BY THE PERFORMANCE OR FAILURE OF LOWRY TO PERFORM UNDER THESE TERMS; BY ANY OTHER ACT OR OMISSION OF LOWRY; OR BY ANY OTHER CAUSE. IN NO EVENT WILL LOWRY'S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS UNDER THE AGREEMENT, INCLUDING ANY EXPRESS WARRANTY BY LOWRY, EXCEED THE SUM PAID TO LOWRY BY CUSTOMER FOR SUCH PRODUCT SUPPLIED UNDER THESE TERMS. NO ACTION MAY BE BROUGHT BY CUSTOMER FOR ANY BREACH OF THE AGREEMENT, INCLUDING ANY EXPRESS WARRANTY BY LOWRY, MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.**

## 13. INDEMNIFICATION:

**A. By Customer.** Customer shall defend, indemnify, and hold harmless Lowry and its employees, officers, directors, agents, affiliates, successors and assigns (collectively, the "Lowry Indemnified Parties") from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, legal fees) whatsoever that are incurred by or made against any of the Lowry Indemnified Parties and that arise out of or result from (i) the acts, omissions, negligence or wilful misconduct of Customer; (ii) any injury or property damage suffered by any Lowry Indemnified Party or any employee or property of the same on the premises of, or premises controlled by, Customer to the extent arising out of any failure by Customer to comply with the requirements of applicable law with regard to business invitees; or (iii) any claim by Customer, any of its customers, or any successor holder of any of the products, or any other person or entity, related to the products sold by Lowry, or the purchase, installation, or use of such products, or any undertakings, acts or omissions relating to such products, to the extent such claim is not based upon a product defect proven to have been caused solely by Lowry's negligence.

### B. By Lowry.

(i) Generally. Lowry shall defend, indemnify, and hold harmless Customer and its employees, officers, directors, agents, affiliates, successors and assigns (collectively, the "Customer Indemnified Parties") from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, legal fees) whatsoever that are incurred by or made against any of the Customer Indemnified Parties and that arise out of or result from any injury or property damage suffered by any Customer Indemnified Party or any employee or property of the same on the premises of, or premises controlled by, Lowry to the extent arising out of any failure by Lowry to comply with the requirements of applicable law with regard to business invitees.

(ii) Intellectual Property. Lowry shall defend, indemnify, and hold harmless the Customer Indemnified Parties from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, legal fees) whatsoever that are incurred by or made against any of the Customer Indemnified Parties and that arise out of or result from a claim by a third party that the possession or use by Customer of the products infringes upon, violates, or misappropriates a United States patent, copyright, or trademark, except that Lowry will have no obligation to indemnify, defend, or hold harmless any person to the extent that:

(A) Customer or an affiliate of Customer specified the form, content, or functionality of the product alleged to infringe upon, violate, or misappropriate the third-party right; or

(B) The infringement, violation, or misappropriation arises out of, or in connection with, revisions to, or modifications of, the products other than by, or at the express direction of, Lowry; or

(C) Customer or any affiliate of Customer owns or controls any of the rights asserted by any third party; or

(D) The infringement, violation, or misappropriation arises out of, or in connection with, features, attributes, composition, or functionality of one or more products that is or are continuations of, or substantially similar substitutions for, features, attributes, composition, or functionality of products, services, or processes that Customer or any affiliate of Customer implemented or used prior to Lowry's creation or supply of the products, to the extent that the features, attributes, composition, or functionality of the products, services, or processes that Customer implemented or used prior to Lowry's creation or supply of the products or services infringed upon or violated the third-party right, or would infringe upon or violate the third-party right if made, used, sold, offered for sale, imported, or used as of the time of Lowry's creation or delivery of the products; or

(E) The infringement, violation, or misappropriation arises out of, or in connection with, the combination, operation, or use by Customer or a third party (other than at the express direction of Lowry) of the products with programs, data, or specifications not provided by Lowry if a different combination would avoid the infringement, violation, or misappropriation; or

(F) The rights of any third party asserted arise out of, or are connected with, claims or interests (whether based in patent law or otherwise) in or to inventions, technologies, methods, or other intellectual property that were in widespread unlicensed use by third parties as of the time that Lowry first provided products of the kind alleged to infringe or violate; or

(G) The infringement, violation, or misappropriation arises out of, or in connection with, the possession or use by Customer or any affiliate of Customer of any products that are goods of which Lowry is not

the manufacturer or software of which Lowry is not the original author or licensor.

If a third party claims that the possession or use by Customer of a product infringes upon, violates, or misappropriates a United States patent, copyright, or trademark, Lowry may, at Lowry's option: (a) procure for Customer the right to continue using the allegedly infringing, violating, or misappropriating product, (b) procure for Customer a substitute product having substantially similar functionality, in which case Customer will, upon tender of such substitute product, cease using, and turn over to Lowry, the allegedly infringing, violating, or misappropriating product, or (c) refund to Customer the amount paid for the allegedly infringing, violating, or misappropriating product (less an allowance for the time during which Customer had benefit of such products, assuming a useful life of five years and straight-line depreciation), in which case Customer will, upon tender of such refund, cease using, and turn over to Lowry, the allegedly infringing, violating, or misappropriating product. Lowry's obligation to indemnify, defend, or hold harmless any Customer Indemnified Party will be reduced to the extent that any third-party claim arises out of possession or use of any product after Lowry tenders to Customer an alternative from among clauses (a), (b), or (c) above.

**B. Procedure.** In order to claim indemnification under these Terms, an indemnitee must give to the indemnitor prompt notice of the applicable claim (except that any delay in giving such notice will reduce the indemnification obligation only to the extent of actual prejudice caused by the delay). Upon acceptance of tender of a claim, the indemnitor will have the exclusive right to elect to conduct the settlement and defense of the claim, excepting only that the indemnitor may not, without the consent of the indemnitee (which consent the indemnitee will not unreasonably withhold, delay, or condition), enter into any settlement that involves anything other than the payment of money by indemnitor and the release of liability. In cases in which the indemnitor assumes the defense, the indemnitee shall have the right to participate in such defense with its own counsel, the fees and expenses of whom will be borne by the indemnitee.

- 14. FAIL-SAFE OR CRITICAL OPERATIONS:** Lowry's products are not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support, weapons systems, or other application in which the failure of a product could lead directly to death, personal injury, or severe physical or environmental damage. Customer agrees not use or permit to be used the purchased products for such fail-safe or critical applications, and further agrees to indemnify Lowry and its agents against all actions, suits, proceedings, costs, expenses, damages, and liabilities including legal fees arising out of the breach of Customer's obligations in this [Section 14](#).
- 15. SOFTWARE OWNERSHIP AND LICENSE:** If any product supplied by Lowry contains software, firmware, or databases that are not Third-Party Software (such non-Third-Party Software being "Licensed Software"), then, as between Lowry and Customer or Customer's permitted assignees and transferees, except as otherwise expressly stated in these Terms, Lowry will retain ownership of all intellectual property rights in the Licensed Software. Customer acknowledges that it is granted a perpetual, non-exclusive, non-transferable (except in connection with transfer of the physical product upon which the Licensed Software resides as permitted by these Terms) license to load, run, and store the Licensed Software in machine-readable form only for Customer's or a successor purchaser's internal use and only for use with the products (the "Intended Use"). Customer will strictly adhere to the Intended Use of the Licensed Software and will not translate, adapt, arrange, reverse compile or otherwise alter or perform error corrections, nor disclose, sell, assign, rent, lend, sub-license, or otherwise transfer the Licensed Software. Customer may transfer such license, but only in connection with the sale of a product upon which such Licensed Software is installed and Customer may not continue to use or operate any Licensed Software after the specific product with which the Licensed Software is associated has been sold. Nothing in these Terms will be interpreted as conveying or granting a license to Customer of any Licensed Software in source code form. Any license of software in source code form will be covered by a separate agreement, if at all.
- 16. CONFIDENTIALITY:** Customer will, notwithstanding that the Agreement may have terminated, keep in confidence and prevent the disclosure to any person all information and data disclosed to it by Lowry that is marked confidential or by its nature ought to be considered confidential, including business plans, technological techniques, inventions, and research and development. Notwithstanding the foregoing, Customer will not be liable for disclosure of any confidential information if the same: (i) was known or knowable to the public at the time it was disclosed or later becomes so, in either case without breach of these Terms by Customer or any agent of Customer; (ii) is disclosed with the prior written approval of Lowry; or (iii) becomes known to Customer from a source other than Lowry without breach

of these Terms by Customer or breach by the source of any obligation of confidentiality. The preceding obligations are in addition to, and do not pre-empt, any obligation of Customer or Lowry under any separately-executed agreement with regard to confidentiality and/or nondisclosure or non-use of information.

- 17. EXPORT CONTROLS:** Unless an appropriate license, exemption or similar authorization has been duly obtained, Customer shall not, nor shall Customer authorize or permit its employees, agents, successors or assigns to, export or re-export any products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Customer hereby agrees to undertake and perform all "denied party screening" or similar obligations imposed by or arising under applicable laws or regulations. Customer agrees and acknowledges that, to the extent applicable, these commodities, technology and/or software will be/were exported from the United States or other country of origin in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to U.S. or other applicable law is prohibited. Customer agrees to indemnify and hold harmless Lowry from and against any and all claims, losses, expenses, suits, damages, costs, penalties and/or fines, including, but not limited to, attorneys' fees, known or unknown, arising out of or related to Customer's breach of the terms set forth herein governing export or re-export activities.
- 18. ARBITRATION:** Any dispute arising out of or relating to the Agreement, including the breach, termination, or validity thereof, shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), except to the extent otherwise required in the Agreement. Matters submitted to arbitration shall be decided by a single arbitrator, except that, if the amount in controversy exceeds \$150,000, either party may opt for an arbitration conducted by three independent and impartial arbitrators, in each case appointed in accordance with the Rules. The arbitrator(s) will have the authority to render any award or remedy allowed by law, but shall have no authority to give equitable remedies. The arbitrator's award shall be final and binding on the parties. The arbitration shall be governed by the Federal Arbitration Act (being 9 U.S.C. §§1-16), as amended from time to time, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having competent jurisdiction. The place of arbitration shall be Brighton, Michigan, with the hearing to be held within sixty (60) days after the appointment of the arbitrator. The law governing the Agreement shall govern the arbitration. The arbitration shall be conducted in the English language. The arbitrator shall have the power to direct the parties to disclose information prior to the hearing, and to issue subpoenas to direct the appearance of witnesses at the hearing. Each party may be represented by counsel, and may present testimony and other evidence at the hearing. The arbitrator(s) are not empowered to award damages in excess of those permitted by the Agreement. Within thirty (30) days after the conclusion of the hearings, the arbitrator(s) shall render a written decision. The cost of the arbitration proceeding will be shared equally by the parties, provided that each party shall pay its own costs of the arbitration. The statute of limitations under the laws governing the Agreement applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration under the Agreement. Nothing in this [Section 18](#) will prevent either party from seeking or obtaining equitable remedies from a court prior to, or during the pendency of, any arbitration.
- 19. SUBCONTRACTORS:** Lowry may employ subcontractors or other qualified personnel to perform any of the work required under the Agreement.
- 20. GOVERNING LAW; JURISDICTION; VENUE; SEVERABILITY:** These Terms and the Agreement will be governed by and construed in accordance with the laws of the State of Michigan and the federal laws of the United States without regard for their conflict of law rules. Neither the Uniform Computer Information Transactions Act ("UCITA") nor the United Nations Convention On Contracts For the International Sale of Goods will apply to these Terms or to the Agreement. Any action or claim arising out of or related to these Terms or the Agreement may be brought only in the state courts of Michigan sitting in Livingston County, Michigan or in the United States District Court for the Eastern District of Michigan - Southern Division, and Lowry and Customer each irrevocably consent to the jurisdiction of, and venue in, such courts. If any provision of these Terms is held to be illegal or unenforceable, the remaining provisions will continue in full force and effect.
- 21. ASSIGNMENT:** No rights or obligations under these Terms or the Agreement may be assigned by Customer without the prior written consent of Lowry.
- 22. REMEDIES CUMULATIVE:** All remedies of Lowry are cumulative.
- 23. SEVERABILITY:** If any provision of these Terms or of the Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of these Terms and/or the Agreement shall remain enforceable.

24. **DRAFTING PARTY:** No rule of law that requires that any part of these Terms or the Agreement be construed against the party drafting the language will be used in interpreting these Terms or the Agreement.
25. **ENTIRE AGREEMENT:** These Terms, together with any additional terms contained in the Agreement, embody the entire agreement between the parties with regard to the subject matter hereof and thereof and supersede all other prior agreements between the parties with regard to such subject matter. These Terms and the Agreement cannot be modified, except in writing and signed by the party against whom enforcement is sought. Without limiting the foregoing, any change to any Scope of Work or any other written description of work to be done or products to be provided will be effective only if in writing and executed by Lowry.
26. **RELATIONSHIP OF PARTIES:** Lowry and Customer are independent contracting parties and nothing in the Agreement between them shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
27. **SECTION HEADINGS:** The Section headings are provide for convenience only and shall have no substantive effect on the construction of the Agreement.
28. **CROSS-DEFAULT.** Any breach by Customer of any other agreement between Customer and Lowry will be a breach by Customer of this Agreement.
29. **NOTICES:** All notices required under the Agreement shall be delivered in writing to the other party at the address specified at the beginning of the Agreement or such other address as is provided by the party to the other party in accordance with this Section 29. Notices may be given by personal delivery, mail, overnight courier service, facsimile or e-mail and are effective upon receipt.

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