

RECONDO

General Terms and Conditions

1. Definitions

- 1.1. **"Agreement"** means collectively, these General Terms and Conditions, together with each Order Schedule and all attachments, exhibits, schedules, policies, and instructions incorporated by reference thereto.
- 1.2. **"Carrier"** means any governmental agency, commercial entity, or other organization providing or adjudicating health care coverage with whom Recondo has an agreement in force to transmit Claims Transactions.
- 1.3. **"ClaimStatusPlus Transaction"** means a response to an individual claim status request that returns a payer status other than error, unknown, or claim not found.
- 1.4. **"Confidential Information"** means any and all information disclosed by either party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party.
- 1.5. **"Customer"** means the entity identified as such on the first page of the applicable Order Schedule which incorporates these General Terms and Conditions.
- 1.6. **"Customer Data"** means any information submitted by, or entered by a User in the course of using the Services and any information received from a payer specifically related to Customer.
- 1.7. **"Documentation"** means the written instructions or manuals, including any updates thereto, relating to the use of the Services.
- 1.8. **"eHC Claims Transaction"** means healthcare claims, denials, electronic remittance advice, patient statements, and electronic print and mail conveyed between Recondo and Carrier on behalf of Customer.
- 1.9. **"EligibilityPlus Transaction"** means an electronic eligibility transaction, EDI 271 or other customer-requested format, that returns a valid payer response to the Customer from Recondo as a result of an inbound inquiry to Recondo from the Customer's host system (scheduling, HIS, patient accounting, etc.). Such transaction to be counted in the calendar month that the response is provided to the Customer.
- 1.10. **"Error"** means the failure of the Services to substantially conform to the Documentation.
- 1.11. **"Intellectual Property"** means any intellectual property or proprietary rights, including but not limited to copyright rights, moral rights, trademarks (including logos, slogans, trade names, service marks), patent rights (including patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights, recognized in any country or jurisdiction in the world.
- 1.12. **"Non-Par Payer Transaction"** means an EligibilityPlus Transaction that is routed to a Carrier that charges an access fee for data. Recondo maintains a list of Non-Par Carriers on its website **at**

<http://www.recondotech.com/NonParPayers.docx>. Recondo reserves the right to update this list on a quarterly basis. Recondo will provide Customer with a monthly report identifying all Non-Par Payer Transactions that were provided to the Customer during the month. Such report will include identification of the Carrier, unique claim number and date/time that the Non-Par Payer Transaction was returned to the Customer.

- 1.13. **"Services"** means the online, Internet-based revenue cycle management services (including Documentation therefore), more fully described in the applicable Order Schedule, that are provided by Recondo through use of the System.
- 1.14. **"System"** includes the software and hardware used to provide the Services to Customer over the Internet, including application software, Web and/or other Internet servers, any associated offline components, and all updates thereto.
- 1.15. **"User"** means an individual who is an employee, consultant, contractor or agent of Customer and who is authorized to use the Services and who has been supplied user identifications and passwords by Customer (or by Recondo at Customer's request).

2. Services

- 2.1. **License.** Subject to the terms and conditions of the applicable Order Schedule, Recondo grants Customer a non-exclusive, non-transferable, non-sublicenseable right to have an unlimited number of Users access and use the Services for its internal business purposes. The Customer shall be responsible for ensuring that only authorized Users have access to the Services and that all Users comply with the terms and conditions of this Agreement.
- 2.2. **Third-Party Providers.** Certain third-party providers offer products and services related to the Services, including credit scores, propensity to pay scores, ID verification and other services related to Customer's use of the Services that work in conjunction with the Services, such as by exchanging data with the Services or by offering additional functionality within the user interface of the Services. Recondo does not warrant any such third-party providers or any of their products or services. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider.
- 2.3. **CPT Content.** Customer agrees and acknowledges that Recondo does not maintain or provide on Customer's behalf a license to utilize the Current Procedural Terminology ("CPT") as published by the American Medical Association as a part of the Services rendered hereunder. Customer further agrees and acknowledges that Recondo does not utilize the CPT within its Services in any fashion. To the extent Customer desires to utilize CPT as a part of its Customer Data under this Agreement, Customer shall obtain and maintain at all times during the term of this Agreement, at its sole cost and expense, appropriate licensure from the American Medical Association for all its Users to utilize the CPT. Customer shall indemnify and hold Recondo harmless from any claims, losses, damages, fines, and expenses incurred by Recondo including, but not limited to, reasonable attorneys' fees and litigation expense, arising out of Customer's breach of this Section 2.3.

3. Fees, Duration & Payment

- 3.1. **Fees.** Recondo's current fee schedule is included in the applicable Order Schedule. Recondo reserves the right to change fees or to institute new fees upon the expiration of the then current Subscription Period. Customer will be notified in advance of the effective date of any such change in fees or new fees via electronic mail. Such changes or new fees will become effective upon the later of Customer's next billing cycle or 30 days from the date of notice.
- 3.2. **Claims Processing Fees (applicable only for eHC Claims Processing Services)**
- 3.2.1. **Claim Fees.** A transaction fee shall be due for each Claims Transaction submitted to Recondo, whether the transaction is accepted or rejected by the Carrier. Transactions rejected by Recondo or a Carrier may be resubmitted by Customer for re-processing. An additional transaction fee will apply for resubmitted transactions.
- 3.2.2. **Custom Report Fees.** Standard mandated CMS edit changes are included as part of the standard transaction fee. However, the standard transaction fee does not include version changes, 837 translator changes, download import or export changes. In the event of any such changes, including Customer customization, special reports, audit support, and data retrieval communication or hardware support, the parties will mutually agree, in writing, on associated fees prior to the commencement of any work being performed by Recondo.
- 3.2.3. **Additional Carrier Claim Fees.** Customer understands that transaction fees stated in the Order Schedule are exclusive of any additional fees that may be imposed by Carriers and that Customer is responsible for any such additional fees.
- 3.2.4. **Print & Mail & Statement Fees.** As applicable, Customer shall pay a transaction fee to Recondo as set forth in the Order Schedule for postage and/or custom forms, statements, design changes, all shipping charges and mailing costs, postage pass through, and returned mail fees for wrong address. Paper claim fee increases based on any actual increase in postage rates will be effective concurrent with the postage rate increase.
- 3.3. **Duration of Licenses.** Unless otherwise stated in the applicable Order Schedule; (a) all initial Licenses will begin and continue for the initial Subscription Period set forth in the applicable Order Schedule; (b) any additional Licenses added after the beginning of a Subscription Period will continue for the duration of that Subscription Period; and (c) all Licenses will automatically renew for additional Subscription Period(s) of one year at the then current Recondo price and subject to the current version of these General Terms and Conditions at <http://www.recondotech.com/generalTC.pdf> on the date of the renewal unless either party gives the other party notice of non-renewal at least 30 days prior to the end of the relevant Subscription Period.
- 3.4. **Payment.** Fees for the Services will be billed as specified in the applicable Order Schedule. Licenses added during the term will be pro-rated and billed for the remainder of the current Order Schedule term.
- 3.5. **Suspension of Services.** In the event that Customer's account is 30 days or more overdue, in addition to any of its other rights or remedies, Recondo reserves the right to terminate the applicable Order Schedule, these General Terms and Conditions, and/or access to the Services.
- 3.6. **Overdue Payments.** Any late payments will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 3.7. **Taxes.** All fees listed in the Order Schedule(s) are exclusive of any taxes. Customer will be responsible for all taxes, including sales or use taxes (unless Customer provides Recondo with a valid tax exemption certificate), imposed on such amounts, excluding taxes on Recondo's net income.
4. **Proprietary Rights**
- 4.1. **Ownership.** As between Recondo and Customer, Recondo owns all rights, including Intellectual Property rights, in the Services and System, any material relating thereto, and any modifications, enhancements, customizations, updates, revisions or derivative works thereof, and all results of consulting services, whether made pursuant to this Agreement or a separate statement of work. No transfer of ownership will occur under this Agreement. All rights not expressly granted to Customer are reserved by Recondo.
- 4.2. **Restrictions.** Customer will not, and will not allow any third party to (a) modify, copy, or otherwise reproduce the System in whole or in part; (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code form or structure of the software used in the System; (c) provide, lease or lend the Services or System to any third party except as expressly authorized hereunder; (d) remove any proprietary notices or labels displayed on the System; (e) modify or create a derivative work of any part of the System; (f) use the Services or System for any unlawful purpose or (g) create Internet "links" to or from the System, or "frame" or "mirror" any of Recondo's content which forms part of the System.
5. **Customer Data**
- 5.1. **Passwords.** As part of the registration process, Customer will select passwords for accounts. Customer is responsible for maintaining the confidentiality of passwords, and security certificates, and Customer agrees that Recondo has no liability with regard to the use of such passwords and security certificates by third parties. Customer agrees to notify Recondo immediately if Customer has any reason to believe that the security of Customer's account has been compromised. Customer is responsible for all activity occurring under User accounts and shall abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with Customer's use of the Services, including those related to data.
- 5.2. **Protected Health Information.** The parties acknowledge their mutual responsibility to maintain protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996 and associated regulations.
- 5.3. **Ownership.** All identifiable Customer Data is proprietary to Customer and Recondo will not use for itself nor disclose such information to any third party. Subject to Recondo's compliance with applicable laws, Recondo may aggregate and benchmark de-identified Customer Data for the purpose of developing new or complementary services.
- 5.4. **Security.** Recondo uses commercially reasonable practices, including encryption and firewalls, to ensure that Customer Data is disclosed only to Customer and Users.
- 5.5. **Delivery of Data.** Customer agrees that it shall deliver the mutually agreed data required to provide the Services to Recondo using a mutually agreeable format in accordance with Recondo's applicable documentation, specifications, and the HHS Transaction Standards Regulation.
- 5.6. **Accuracy.** Customer, not Recondo, shall have responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and

Recondo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

6. Confidentiality and Security

- 6.1. Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, principals, employees and subcontractors who need access to such Confidential Information in order to effect the intent of the Agreement and who are bound by confidentiality terms no less restrictive than those in the Agreement.
- 6.2. Exceptions. The restrictions set forth in Section 6.1 will not apply to any Confidential Information that the Receiving Party can demonstrate (a) was known to it prior to its disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.
- 6.3. Injunctive Relief. The parties agree that a breach of Section 6.1 may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the Disclosing Party will be entitled to seek injunctive relief for any threatened or actual disclosure by the Receiving Party.

7. Availability

- 7.1. Availability. Recondo uses commercially reasonable efforts to maintain availability of the Services and System 24 hours per day, 7 days per week, in accordance with Recondo's Customer Commitment Program attached to the Order Schedule (the "Program"). Recondo commits to achieve Service Availability of 99.5%, as defined in the Program. If Recondo is unable to meet this level of Service Availability in any month, Recondo will provide to Customer a service credit for the downtime, as defined in the Program. Customer will receive a credit of 10% of the applicable subscription fees for the month in which the outage event(s) occurred for every full 1% that Service Availability falls below 99.5%, up to a maximum of 50% of the applicable subscription fees for that month. In order to receive a credit, Customer must submit a request for credit to Recondo within 15 days after the month in which the outage event(s) occurred. Any credit will be applied against subsequent monthly subscription fees due to Recondo. The service credit feature of the Program may be terminated by Recondo at any time upon written notice.
- 7.2. Downtime. Scheduled and unscheduled interruptions may occur, and Recondo does not warrant uninterrupted availability of the System. Normal software or hardware upgrades are scheduled for nights and weekends, Mountain Standard Time, and designed to cause a minimum amount of interruption to Services and System availability. Customer will be notified of scheduled interruptions in advance. In the event that an unscheduled interruption occurs, Recondo will use commercially reasonable efforts to resolve the problem and return the System to availability as soon as practical. During these scheduled and unscheduled interruptions, Customer may be unable to transmit and receive data through the Services. Customer agrees to cooperate with

Recondo during the scheduled and unscheduled interruptions if assistance from Customer is necessary in order to restore the System to working order.

- 7.3. Changes. Recondo reserves the right to modify or temporarily suspend use of the Services or portions thereof. Recondo may also temporarily restrict Customer's access to parts of the Services for maintenance or system administration purposes without notice or liability.

8. Support and Services

- 8.1. Technical Support. Recondo will provide standard technical support to Users of Customer who have undergone Recondo's training for users of the Services. Recondo will provide such support through a variety of systems, including on-line help, FAQ's, training guides and templates and the use of live help. Recondo is not obligated to maintain or support any customization to the System or Services except under a separate agreement signed by both parties.
- 8.2. Consulting Services. Any consulting services, training or other requirements not expressly stated in this Agreement or in a separate statement of work signed by both parties are outside the scope of this Agreement and only will be provided for additional fees. Fees for such items are payable as specified in the applicable Order Schedule and unless otherwise specified will be paid upon receipt of invoice. Changes in any statement of work will be effective only if a change request is signed by the parties.

9. Term & Termination

- 9.1. Term. This Agreement commences on the Effective Date and will terminate when (a) all Subscription Periods and any renewals thereof entered into pursuant to these General Terms and Conditions have expired or been terminated or (b) this Agreement is otherwise terminated as provided herein.
- 9.2. Termination for Cause. Either party may terminate these Terms and Conditions and the affected Order Schedule for cause upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. In addition, Recondo may terminate this Agreement immediately for any failure of Customer to pay amounts due by it that are 30 days or more past due.
- 9.3. Effect of Termination. Termination will not relieve Customer of the obligation to pay any fees due or payable to Recondo prior to the effective date of termination, including annual fees, implementation fees, subscription fees or any other fees or payments that Customer has committed to under the Agreement. Sections 4, 5, 6, 9.4, 10, 11, 12 and 13 will survive any termination or expiration of the Agreement.
- 9.4. Return of Materials. All Confidential Information, designs, drawings, formulas or other data, financial information, business plans, literature, and sales aids of every kind will remain the property of the Disclosing Party. No later than 30 days after termination, each party will prepare all such items in its possession for shipment to the other party at the Disclosing Party's expense. The Receiving Party will not make or retain any copies of any Confidential Information.
- 9.5. Customer Data. In the event of any termination of the applicable Order Schedule or these General Terms and Conditions, Customer Data will be made available to Customer from Recondo for up to 90 days after termination. Customer agrees and acknowledges that Recondo has no obligation to retain Customer Data, and may delete such Customer Data on the 91st day after termination.

10. Warranties

- 10.1. Authority. Each party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of

its incorporation and residence. Each party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

10.2. Warranty. Recondo warrants that (i) the Services will function substantially in conformance with the Documentation, and (ii) any consulting services provided by Recondo will be performed consistent with accepted industry standards.

10.3. Notices and Correction of Errors. Customer will notify Recondo in writing of any Errors. Recondo will use commercially reasonable efforts, at its own expense, to determine if there is an Error, and to correct or remedy Errors within 30 days of such notice. Customer will make reasonably appropriate adjustments to mitigate adverse effects of any Error until Recondo corrects or remedies such Error.

10.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, RECONDO DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, SYSTEM, AND DOCUMENTATION, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

10.5. Remedies. For any breach of the warranties contained in Section 10.2 above, Customer's exclusive remedy, and Recondo's entire liability, shall be (i) in the case of an Error, the correction of Errors that cause breach of the warranty, or if Recondo is unable to make the Services operate as warranted, Customer shall be entitled to terminate this Agreement; and (ii) in the case of a breach of warranty with respect to the consulting services, the re-performance of the consulting services, or if Recondo is unable to perform the consulting services as warranted, Customer shall be entitled to recover the fees paid to Recondo for the nonconforming services.

11. **Indemnification**

11.1. Recondo Indemnification. Recondo agrees to indemnify Customer against any losses or damages finally awarded against Customer incurred in connection with a third party claim alleging that the Customer's use of the unaltered Services or System infringes or misappropriates any U.S. patent, copyright, or trade secret of such third party, provided that Customer (a) provides written notice of such claim to Recondo within ten (10) days of receiving written notice of such claim or potential claim, (b) grants Recondo the sole right to defend such claim, and (c) provides to Recondo all reasonable assistance. In the event of a claim or threatened claim under this Section by a third party, Recondo may, at its sole option, (i) revise the Services and/or System so that they are no longer infringing, (ii) obtain the right for Customer to continue using the Services and System, or (iii) terminate the Agreement upon 10 days notice. THIS SECTION 11.1 REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF RECONDO AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS.

11.2. Indemnification by Customer. Subject to the Agreement, Customer will defend, indemnify and hold Recondo harmless against any loss or damage incurred in connection with claims made or brought against

Recondo by a third party alleging that the collection and use of Customer Data infringes the rights of a third party; provided, that Recondo (a) provides prompt written notice of such claim to Customer, (b) grants Customer the sole right to defend such claim, and (c) provides to Customer all reasonable assistance.

12. **Limitation of Liability**

13. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THE AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE LESSER OF \$100,000 OR THE TOTAL AMOUNT PAID TO RECONDO UNDER THIS AGREEMENT. RECONCO SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM TEMPORARY OUTAGES OR INTERRUPTIONS OF THE SERVICES INCLUDING ANY MECHANICAL, ELECTRONIC, COMMUNICATIONS OR THIRD PARTY SUPPLIER FAILURE.

14. **GENERAL PROVISIONS**

14.1. Notices. Except as otherwise specified in the Agreement, all notices under the Agreement will be in writing and will be delivered or sent by (a) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; (b) U.S. express mail, or national express courier with a tracking system, to the address specified in the applicable Order Schedule; or (c) on confirmation of receipt if delivered by telex or facsimile transmission. Notices will be deemed given on the day actually received by the party to whom the notice is addressed.

14.2. Independent Contractors. The relationship of Recondo and Customer is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

14.3. Governing Law Arbitration; Venue. The validity, construction and interpretation of the Agreement will be governed by the internal laws of the State of Colorado, excluding its conflict of laws provisions. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, any controversy, claim or action arising out of or relating to the Agreement will be settled by binding arbitration in Arapahoe County, Colorado under the rules of the American Arbitration Association or such other arbitration service as the parties may, by mutual agreement, select. A single arbitrator shall be selected by the parties pursuant to AAA rules and procedures. Each party shall pay one-half of the cost of the arbitration, and the prevailing party, if and as determined by the arbitrator, shall be entitled to recover from the non-prevailing party its attorney's fees and all other costs incurred in connection with such arbitration or the enforcement of this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Arapahoe County, Colorado for any action permitted under this Section, challenge to this Section, or judgment upon the award entered. If any provision of this Agreement is held to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.4. Assignment. The Agreement may not be assigned by the Customer by operation of law or otherwise, without the prior written consent of the Recondo, which consent will not be unreasonably withheld.

- 14.5. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of the Agreement are delayed or prevented by revolution or other civil disorders; wars or acts of terrorism; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. This clause will not apply to the payment of any sums due under the Agreement by either party to the other.
- 14.6. Compliance With Laws. Each party will be responsible for compliance with all applicable laws and government regulations in the process of marketing, delivering and/or using the Services.
- 14.7. Press Release. Recondo may use Customer's name and logo in Recondo's marketing program including use of Recondo's Customer website, marketing literature, and in press releases.
- 14.8. Miscellaneous. Headings in the Agreement are for reference purposes only and will not affect the interpretation or meaning of the Agreement. If any provision of the Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of the Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under the Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.
- 14.9. Counterparts; Fax Signatures. The Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. The parties agree that facsimile signatures are valid signatures for enforcement of the Agreement.
- 14.10. Order of Precedence. These Terms and Conditions are hereby incorporated by reference for purposes of the Agreement between the parties. The Agreement constitutes the entire agreement between Recondo and Customer with respect to the subject matter hereof. The Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. Additional Order Schedules may be added to the Agreement by reference to these Terms and Conditions, provided that each such Order Schedule is signed by both parties. No term or condition contained in Customer's purchase order or similar document will apply unless specifically agreed to by Recondo in writing, even if Recondo has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by Recondo.
- 14.11. Amendment; Waiver. No amendments or modification of the Agreement will be effective unless contained in writing and signed by an authorized representative of each party. The failure of Recondo to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Recondo in writing.