Hosted Services

Terms of Use

1. WELCOME

As part of the Service, Web-Site-Scripts.com will provide the Subscriber with use of the Service, including a browser interface and data transmission, access and storage. Subscriber's registration for, or use of, the Service shall be deemed to be agreement to abide by these Terms of Use ("Agreement") including any materials and terms available on the Web-Site-Scripts.com website incorporated by reference herein, including but not limited to Web-Site-Scripts.com's privacy and security policies.

The Service is offered for the following software applications:

- Knowledgebase Manager Pro Hosted Edition

2. DEFINITIONS

Application means one or more of the Web-Site-Scripts.com software applications listed above.

Web-Site-Scripts.com Web-Site-Scripts.com Pty Ltd of 37 Mashynostroitelnaya Street, Kiev, 03680 Ukraine.

Dedicated Instance Hosting means Web-Site-Scripts.com provides Subscriber with a dedicated instance of the Application(s). Subscriber may share the physical hardware associated with the Application platform with other Subscribers.

Fees means the charges by Web-Site-Scripts.com for subscription to or use of the Service.

Order Form means the Web-Site-Scripts.com order form or forms and any ancillary Web-Site-Scripts.com terms completed and processed by and with Subscriber to sign up for the relevant Service.

Service means Dedicated Instance Hosting of the specific Web-Site-Scripts.com software Application identified during the ordering process, developed or licensed, operated, and maintained by Web-Site-Scripts.com, accessible via www.web-site-scripts.com or another designated Web-Site-Scripts.com web site or IP address, or ancillary online or offline products and services provided to Subscriber by Web-Site-Scripts.com, to which Subscriber is being granted access under this Agreement.

Subscriber means the individual or entity that has subscribed for the Service under the terms and conditions of this Agreement.

Term means the Initial Term or any Renewal Term, as defined in Section 7 below.

USD means United States dollars.

User means Subscriber's employees, representatives, consultants, contractors, customers or agents who are authorized to use the Service and have been supplied user identifications and passwords by Subscriber (or by or for Web-Site-Scripts.com at Subscriber's request).

3. TERMS OF SERVICE FOR WEB-SITE-SCRIPTS.COM APPLICATIONS

3.1. Terms of Service. Subscriber acknowledges and agrees to the terms of service herein. In addition, Subscriber agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new Service(s) subsequently purchased by the Subscriber will be subject to this Agreement.

3.2. Subscriber Must Have Internet Access. In order to use the Service, Subscriber must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Subscriber must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web.

3.3. Accuracy Of Subscriber's Registration Information. Subscriber agrees to provide accurate, current and complete information ("Registration Data") about Subscriber as prompted by the registration form, which Subscriber will fill out online in order to gain access to the Service. Subscriber further agrees to use commercially reasonable efforts to maintain and promptly update the Registration Data to keep it accurate, current and complete. Subscriber acknowledges and agrees that if Subscriber provides information that is intentionally inaccurate, not current or incomplete in a material way, or Web-Site-Scripts.com has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete in a material way, Web-Site-Scripts.com has the right to suspend or terminate Subscriber's account.

3.4. Email And Notices. Subscriber agrees to provide Web-Site-Scripts.com with Subscriber's e-mail address, to promptly provide Web-Site-Scripts.com with any changes to Subscriber's e-mail address, and to accept emails (or other electronic communications) from Web-Site-Scripts.com at the e-mail address Subscriber specifies. Except as otherwise provided in this Agreement, Subscriber further agrees that Web-Site-Scripts.com may provide any and all notices, statements, and other communications to Subscriber through either e-mail or posting on the Service.

3.5. Passwords, Access, And Notification. The maximum number of Users that Subscriber may designate under Subscriber's account is the number of seats purchased by Subscriber, and Subscriber may provide and assign unique passwords and User names to each authorized User for each seat purchased. Subscriber acknowledges and agrees that Subscriber is prohibited from sharing passwords and/or User names with unauthorized users. Subscriber will be responsible for the confidentiality and use of Subscriber's (including its employees') passwords and User names.

3.6. Third-Party Software. Subscriber agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Web-Site-Scripts.com. Until notified otherwise by Web-Site-Scripts.com, Subscriber agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Web-Site-Scripts.com and to follow logon procedures for services that support such protocols. Subscriber acknowledges that Web-Site-Scripts.com is not responsible for

notifying Subscriber of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by Web-Site-Scripts.com or telecommunications facilities, including, but not limited to, the Internet.

3.7. Transmission Of Data. Web-Site-Scripts.com employs security measures designed for the protection of information and data. However, Subscriber understands that the technical processing and transmission of Subscriber's electronic communications is fundamentally necessary to Subscriber's use of the Service. Subscriber agrees that Web-Site-Scripts.com is not responsible for any electronic communications and/or Subscriber Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Web-Site-Scripts.com.

3.8. Proprietary Rights.

a. Subscriber acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Subscriber further acknowledges and agrees that content or information presented to Subscriber through the Service or by advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

b. Each party retains all right, title and interest in its data, information and intellectual property rights, and nothing in this Agreement is intended to transfer or diminish such rights. The parties further acknowledge and agree that as between the parties, Web-Site-Scripts.com owns all right, title, and interest in the Service, Applications and the Web-Site-Scripts.com Technology and underlying software and proprietary and intellectual property rights therein. The use by Licensee of any of these rights is authorized only for the purposes set forth herein and upon expiration or termination of this Agreement for any reason such authorization will cease.

3.9. Confidentiality. Except as expressly and unambiguously permitted hereunder, each party shall hold in confidence and not use or disclose any materials or information disclosed by the other party that are marked as confidential or proprietary, or if disclosed verbally, reduced to writing and marked confidential within thirty (30) days after the date of disclosure ("Confidential Information"). Confidential Information will also include the Applications, Software, Documentation and any new product or service information. Each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of it own Confidential Information, but in no event less than reasonable care. Confidential Information will not include any materials or information that the recipient can prove is now, or later becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) is known by the receiving party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party without any breach of this Agreement; (v) is the subject of a written permission to disclose provided by the disclosing party; (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or Australia or any political subdivision thereof; provided, however, that the receiving party shall first have given notice to the disclosing party and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for which the order was issued; or (vii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Access to the Confidential Information is limited to employees and agents of the receiving party who have a

legitimate "need to know" the information for their performance of this Agreement, who have been advised of the confidential nature thereof and who have agreed in writing, as a condition of employment, engagement or otherwise, to protect the Confidential Information with terms no less than are imposed by this Agreement. Notwithstanding the above, Web-Site-Scripts.com may use aggregate information to measure general Service usage patterns and characteristics of its user base, and may include such aggregate information about its audience in promotional materials or reports to third parties. This aggregate information will not reference names, phone numbers, email addresses, or other personally identifiable information, and it is not traceable to a specific recipient or user email address.

3.10. Storage Limits. Web-Site-Scripts.com currently limits the amount of database storage as set forth in the relevant Order Form. Every account has a set amount of storage space as defined by the gigabytes of storage included in the package you select. Accounts that exceed that amount will be billed an over limit fee of $10.00 per 10 (ten) gigabytes per month, or if different, the then-current fee. Storage capacity is only sold in blocks of 10 gigabytes. Any use of storage capacity over the specified limit will trigger the next $10.00 (or then-current) over-limit penalty amount.

4. RESTRICTIONS AND RESPONSIBILITIES

a. This is a contract for Services and the Application software will be installed, accessed and maintained only by or for Web-Site-Scripts.com and no license is granted thereto. Subscriber agrees that it will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any Application, software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. Subscriber represents, covenants, and warrants that Subscriber will use the Services only in compliance with Web-Site-Scripts.com's standard policies then in effect (the "Policy") and all applicable laws (including but not limited to policies and laws related to spamming, privacy (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation). Subscriber hereby agrees to indemnify and hold harmless Web-Site-Scripts.com against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Subscriber's use of Services. Although Web-Site-Scripts.com has no obligation to monitor the content provided by Subscriber or Subscriber's use of the Services, Web-Site-Scripts.com may do so and may remove any such content or prohibit any use of the Services it believes may be (or are alleged to be) in violation of the foregoing.

b. Subscriber shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, web services, long distance and local telephone service (collectively, "Equipment"). Subscriber shall be responsible for ensuring that such Equipment and services are compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Web-Site-Scripts.com's published policies then in effect. Subscriber shall also be responsible for maintaining the security of the Equipment, Subscriber account, ancillary services, passwords

(including but not limited to administrative and user passwords) and files, and for all uses of Subscriber account, Services or the Equipment with or without Subscriber's knowledge or consent.

5. FEES, BILLING AND RENEWAL

a. Unless otherwise indicated by Web-Site-Scripts.com for the relevant Service, Fees for the subscription or use of a Service are payable and remitted to Web-Site-Scripts.com, as further described in this paragraph immediately below. Web-Site-Scripts.com charges and collects Fees in advance for use of the Service. During any Term, Web-Site-Scripts.com will automatically renew and bill Subscriber's credit card or issue an invoice (a) every month for monthly service, (b) every quarter for quarterly service, (c) each year on the subsequent anniversary for annual service, or (d) as otherwise mutually agreed upon.

b. Payments made by the Subscriber under this Agreement exclude any taxes or duties payable in respect of the goods or services supplied in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Web-Site-Scripts.com, the Subscriber must pay to Web-Site-Scripts.com the amount of such taxes or duties in addition to the Service Fees under this Agreement. Notwithstanding the foregoing, the Subscriber may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In such event, Subscriber shall have the right to provide to Web-Site-Scripts.com with any such exemption information and Web-Site-Scripts.com will use reasonable efforts to provide such invoicing documents as may enable the Subscriber to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

6. NON-PAYMENT AND SUSPENSION

All payments for Fees shall be due according to the terms in Section 5 (Fees, Billing and Renewal) and as provided on the relevant Service, and shall be deemed delinquent if not received by the due date. In addition to any other rights granted to Web-Site-Scripts.com herein, Web-Site-Scripts.com reserves the right to suspend or terminate this Agreement and Subscriber's access to the Service if Subscriber's account becomes delinquent. Delinquent invoices are subject to interest charges of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Subscriber will continue to be charged for User seats during any period of suspension. If Subscriber or Web-Site-Scripts.com initiates termination of this Agreement, Subscriber will be obligated to pay the balance due on account computed in accordance with this Section and the Fees, Billing and Renewal Section above. Subscriber agrees that Web-Site-Scripts.com may charge such unpaid Fees and charges to Subscriber's credit card or otherwise bill Subscriber for such unpaid Fees and charges. Subscriber agrees and acknowledges that Web-Site-Scripts.com has no obligation to retain Subscriber Data and that such Subscriber Data may be irretrievably deleted if Subscriber's account becomes delinquent.

7. TERM, REDUCTION IN USERS and TERMINATION

a. This Agreement commences on the Effective Date. Unless earlier terminated under Sections 6 or 7, this Agreement will automatically renew at the end of the initial Term specified in the Order form (the "Initial Term") and any Renewal Term for successive renewal terms equal in duration to the Initial Term, or one year, if the Initial Term is equal to or greater than one year (each a "Renewal Term") at Web-Site-Scripts.com's then current rates, unless a different rate is specified in the Order

Form. Either party may terminate this Agreement or reduce the number of Users, effective only upon the expiration of the then current Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following Term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of Subscriber's breach), Web-Site-Scripts.com will make available to Subscriber a file of the Subscriber Data within 30 days of termination if Subscriber so requests at the time of termination. Subscriber agrees and acknowledges that Web-Site-Scripts.com has no obligation to retain the Subscriber Data, and may delete such Subscriber Data, more than 30 days after termination.

b. Any breach or delinquency of Subscriber's payment obligations or unauthorized use of the Web-Site-Scripts.com Technology or Service will be deemed a material breach of this Agreement. Web-Site-Scripts.com, in its sole discretion, may terminate Subscriber's password, account or use of the Service and this Agreement if Subscriber breaches or otherwise fails to comply with this Agreement. In addition, Web-Site-Scripts.com may terminate a free account at any time in its sole discretion. Subscriber agrees and acknowledges that Web-Site-Scripts.com has no obligation to retain the Subscriber Data, and may delete such Subscriber Data, if Subscriber has materially breached this Agreement, including, but not limited to, failure to pay outstanding Fees, and such breach has not been cured within 30 days of payment delinquency or notice of such breach.

c. Sections 2 (Definitions), 3 (Terms of Service for Web-Site-Scripts.com Applications), 4 (Restrictions and Responsibilities), 5 (Fees, Billing and Renewal) (surviving until all Fees and charges are paid and Subscriber responsibilities fulfilled), 6 (Non-Payment and Suspension) (surviving until all Fees and charges are paid), 7 (Term, Reduction in Users and Termination), 8 (Assignment, Successors and Assigns), 11.b. (Indemnification), 12 (Disclaimer of Warranties), 13 (Exclusion of Damages and Limitation of Liability), and 14 ("General Provisions"), shall survive expiration or termination of this Agreement.

8. ASSIGNMENT, SUCCESSORS AND ASSIGNS

Subscriber shall not transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of Web-Site-Scripts.com, and any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be for the benefit of the permitted successors and assigns, and will be binding on heirs, legal representatives and permitted assignees.

9. PUBLICITY RIGHTS

Subscriber grants Web-Site-Scripts.com the right to include the Subscriber as a customer in Web-Site-Scripts.com's promotional material. Subscriber can opt to have their name excluded from such use by Web-Site-Scripts.com except as agreed to in writing on a case-by-case basis by providing a sufficiently detailed email request regarding the same to sales@web-site-scripts.com; the subject line in such email should be entitled "Non-use of Subscriber Name."

10. REPRESENTATIONS & WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Web-Site-Scripts.com represents and warrants that it will use commercially reasonable efforts to provide the Service in a manner consistent with general industry standards reasonably

applicable to the provision thereof and substantially in accordance with the online Web-Site-Scripts.com help documentation under normal use and circumstances. Subscriber represents and warrants that Subscriber has not provided any false information to gain access to the Service and that billing information is correct.

11. INDEMNIFICATION

a. By Web-Site-Scripts.com. Web-Site-Scripts.com shall defend, indemnify and hold Subscriber harmless from all settlements agreed to by Web-Site-Scripts.com and all costs and direct damages finally awarded to a third party to the extent they arise out of a claim that the Service as delivered to Subscriber infringes a third party's registered U.S. patent or copyright. Subscriber will be entitled to indemnification only (i) if Subscriber notifies Web-Site-Scripts.com in writing within ten (10) days of the date Subscriber first becomes aware of a claim; (ii) Web-Site-Scripts.com has sole control of the settlement, compromise, negotiation and defense of any such action; and (iii) Subscriber gives Web-Site-Scripts.com all reasonably available information and assistance, at Web-Site-Scripts.com's expense. Web-Site-Scripts.com may, at its option, obtain the right to continued use of the Service, substitute other equivalent service, or modify the Service so it is no longer infringing, or, if none of the foregoing remedies are commercially feasible in Web-Site-Scripts.com's sole discretion, terminate Subscriber's right to the allegedly infringing Service and refund to Subscriber a pro rata portion of the amount which Subscriber has paid for such Service. The foregoing indemnity will not apply to any infringement claim arising from (a) modification of the Service by parties other than Web-Site-Scripts.com, (b) combination of the Service with hardware and/or other software and/or ancillary services, if such claim would have been avoided by not so combining the Service, or (c) use of the Service other than in accordance with Web-Site-Scripts.com instructions and documentation. THE FOREGOING STATES WEB-SITE-SCRIPTS.COM'S SOLE OBLIGATION AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.

b. By Subscriber. Subscriber shall defend, indemnify and hold Web-Site-Scripts.com harmless from all third party claims and settlements agreed to by Subscriber and all costs and direct damages awarded to a third party to the extent they arise out of Subscriber's infringement of any third party rights, or breach of any provision of this Agreement, or making representations or warranties regarding the Service to other third parties. Web-Site-Scripts.com agrees that (i) it shall provide written notice promptly after it first becomes aware of a claim; (ii) Subscriber shall have sole control of the settlement, compromise, negotiation and defense of any such action; and (iii) it shall give Subscriber all reasonably available information and assistance, at Subscriber's expense. Web-Site-Scripts.com shall have the right to participate in the defense or settlement with counsel of its own choosing at Web-Site-Scripts.com's expense, provided however that the same shall be at Subscriber's expense if Subscriber fails to put on an adequate defense of Web-Site-Scripts.com.

12. DISCLAIMER OF WARRANTIES

WEB-SITE-SCRIPTS.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT THEREIN OR GENERATED THEREWITH. WEB-SITE-SCRIPTS.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE

OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, THE SERVICE AND ALL CONTENT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS IS" BASIS; ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY WEB-SITE-SCRIPTS.COM AND ITS LICENSORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT WILL WEB-SITE-SCRIPTS.COM'S AGGREGATE LIABILITY UNDER ANY CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY SUBSCRIBER TO WEB-SITE-SCRIPTS.COM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT RESULTING IN SUCH CLAIMS. WEB-SITE-SCRIPTS.COM WILL NOT BE LIABLE FOR LOST PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF WEB-SITE-SCRIPTS.COM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE CUMULATIVE FOR ALL CLAIMS HOWSOEVER ARISING UNDER ALL AGREEMENTS, AND SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE.

14. GENERAL PROVISIONS

This Agreement is governed by the laws of United Kingdom (UK) and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of United Kingdom (UK). This Agreement, including all Order Forms provided by and entered with Web-Site-Scripts.com in connection herewith, constitutes the entire agreement between the parties with regard to its subject matter, supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between the parties, whether oral or written, shall apply in lieu of the terms or conditions in any Subscriber purchase order or other order documentation (all such terms or conditions shall be null and void), and there are no other agreements, representations, warranties, or commitments which may be relied upon by either party. No amendment or waiver of this Agreement shall be effective unless signed by authorized representatives of the parties hereto. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party. If a court of competent jurisdiction finds any provision hereof invalid or unenforceable,

that provision will either be amended to achieve as nearly as possible the intent of the parties, or if amendment is not possible the offending provision shall be deemed struck, and the remainder of this Agreement will remain in full force and effect. The captions and headings in this Agreement are for convenience only and shall not effect the construction and interpretation of any provision of this Agreement. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In the event of a conflict with the provisions of this Agreement, the provisions in any Order Form shall govern.