

SCHEDULE 1

TERMS AND CONDITIONS

1. PREAMBLE

- 1.1. These terms and conditions (hereinafter “**Terms and Conditions**”), jointly with the Proposal (as defined below), governing the legal relationship between SECO S.p.A., with registered office at Via Achille Grandi no. 20, Arezzo, Italy (“**SECO**”) and the Customer, as identified and defined in Proposal, regarding the use of CLEA Platform and its Components (as defined below) licensed to Customer, as well as the related Services rendered by SECO and indicated in such Proposal.
- (SECO and the Customer will be, hereinafter also jointly referred as the “**Parties**” and, each, a “**Party**”).
- 1.2. The acceptance of the Proposal by the Customer implies acceptance of these Terms and Conditions. Any other provisions, in particular any general or special terms and conditions of the Customer, shall not be effective. Except as provided by subsequent legal provisions, these Terms and Conditions are of general scope, and shall prevail over any other agreement, in whatever form and manner, between SECO and the Customer. In the event of discrepancies between the Proposal and these Terms and Conditions, the provisions of the Proposal shall prevail.

2. DEFINITIONS AND SCHEDULES

- 2.1. The premises and schedules constitute an integral and substantial part of this Terms and Conditions.
- 2.2. Unless defined additionally elsewhere in this Terms and Conditions, the following capitalized terms shall have the meanings specified below:
- “**Affiliates**” shall mean an entity that controls, is controlled by, or is under common control with a Party to this Agreement, where “control” means the direct or indirect holding of more than 50% of equity ownership or voting rights.
- “**Agreement**” means the set consisting of the Proposal, the Terms and Conditions and any other Schedule.
- “**Applicable Law**” means all laws, rules, regulations applicable to this Agreement.
- “**Authority**” means any and all national, state, municipal, regional or local authorities, departments, ministries, courts, judicial authorities, legislative bodies, administrative bodies, regulatory bodies, or tax authorities and any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, having jurisdiction over this Agreement.
- “**Authorized Users**” mean officers, employees, directors, and agents of Customer or its Affiliates selected by Customer to access and use CLEA Platform.
- “**CLEA Platform**” means the IoT platform constituted by Components enabling the complete management of devices and data.
- “**Cloud Environment**” of a Party means the cloud or other compute or storage infrastructure controlled by the Party and utilized under the Agreement.

“**Components**” mean the software components, open source (by way of example and not exhaustive: Astarte, Edgohog) and closed source (Clea Portal and/or customizations required by Customer).

“**Confidential Information**” means any and all information disclosed by either Party to the other Party, that is marked “confidential” or “proprietary” or that should reasonably be understood by the receiving Party to be confidential or proprietary, including without limitation this Terms and Conditions, and any information that relates to business plans, services, marketing or finances, technical, trade secret, know-how, scientific, 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.

“**Customer Content**” means all Customer Data, Customer Instructional Input, and Customer Results.

“**Customer Data**” means all data, information, account identifiers, password, files, content or material other than Customer Instructional Input, made available by Customer and its Authorized Users in connection with the use of the Components licensed by SECO.

“**Customer Instructional Input**” means information other than Customer Data inserted by Customer into CLEA Platform in order to process Customer Data.

“**Customer Results**” means any output that Customer or its Authorized Users generate from their use of CLEA Platform.

“**Effective Date**” means the date on which SECO will have knowledge of the acceptance of the Proposal, including its Schedule, by the Customer.

“**Intellectual Property Rights**” means any intellectual property or proprietary rights recognized in any country or jurisdiction in the world including without limitation copyrights, moral rights, trademarks (including logos, slogans, trade names, and service marks), patent rights (including without limitation patent applications and disclosures), good will, know-how, inventions, rights of priority, and trade secret rights, whether recordable, recorded, registered or granted.

“**License**” means the licence provided by SECO to Customer in order to use the Components.

“**Proposal**” means the commercial proposal addressed to and accepted by Customer of which this Terms and Conditions represent Schedule 1.

“**Services**” means the services set forth in the Proposal and rendered by SECO in relation to the specific Component licensed to Customer.

“**Service Level Agreement (SLA)**” means the agreement disciplined in Schedule 3 setting forth the quality levels and characteristics of the services of maintenance and support rendered by SECO.

“**Term**” means the contractual term referred to in the Proposal.

3. SCOPE

- 3.1. The scope of these Terms and Conditions is to regulate the use of CLEA Platform and its Components licensed to Customer and better described in the Schedule 2, as well as the related Services rendered by SECO in return for payment of the remuneration set out in the Proposal.

4. ACCESS TO PLATFORM AND SUPPORT

- 4.1. SECO shall provide the Customer the access to CLEA Platform and, in particular, to the Components licensed with two different and alternative formulas, as agreed in the Proposal:
- As-a-services: the Components are hosted on SECO infrastructure and provided as a service.
 - Existing infrastructure: the Components are deployed either into the Customer's infrastructure hosted from a public cloud provider (e.g. AWS; Google Cloud; Azure) or into the Customer's private owned data-center.
- 4.2. If laid down in the Proposal, SECO will provide Customer with services of maintenance and support during the Term of utilization of CLEA Platform in accordance with the SLA disciplined in Schedule 3.
- 4.3. The Customer acknowledges that functions of the CLEA Platform may be added, deleted or modified from time to time and that enhancements thereto may be provided upon written notice thereof to the Customer, provided that any deletion or modification will not affect the core functionality of the Components.
- 4.4. SECO reserves the right, at any time and in its sole discretion, to cease making available the CLEA Platform and its Components and replace them with an alternative solution capable of ensuring the continuity of the service and amend this Agreement to include modified terms and conditions as a result thereof, upon reasonable written notice to the Customer.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Customer acknowledges that SECO and its Affiliates own Intellectual Property Rights and all the rights to CLEA Platform and its Components and will retain all such rights, titles and interests, in Intellectual Property Rights, its modification and improvements, and in any other work products and results created or developed by SECO under this Agreement.
- 5.2. Except as otherwise provided in this Section, the Customer obtains no rights from SECO to the Components if any, including without limitation, ownership rights or Intellectual Property Rights.
- 5.3. SECO grants the Customer a non-exclusive right to use the Components solely for the purpose indicated in the Proposal and with specific reference to Components closed source, Customer will not be entitled to delete or alter the copyright, trademark, or other proprietary rights notices or markings appearing within such Components as delivered to Customer, except for the specific customizations to the Components required by the Customer.

- 5.4. Customer further acknowledges and agrees that portions of the Components including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets and other Intellectual Property Rights of SECO and of third party.
- 5.5. To the extent any materials used by SECO contains proprietary rights of a third party, SECO shall obtain a license from the owner permitting the use of such proprietary rights and granting SECO the right to sub-license its use. In the event the use of the Components by the Customer requires obtaining a license from any third party or contains open-source products, the Customer will obey the licensing terms and conditions of the third-party products and such terms and conditions shall take precedence over the provisions of this Agreement.
- 5.6. Customer will retain all ownership or license rights in its Customer Content, but if the Customer provides any suggestions for changes and/or improvements in the Components, SECO will automatically and irrevocably own all rights, title and interest in such suggested changes and/or improvements, regardless of if they have been implemented or not.

6. WARRANTIES AND REMEDY

- 6.1. Each Party warrants that it is validly entering into the Agreement and has the legal authority to do so. In addition, SECO warrants that, for the entire Term, the CLEA Platform and its Components will function substantially in accordance with the provision indicated in the Proposal and in its Schedules.
- 6.2. THE WARRANTIES PROVIDED BY SECO IN SECTION 6.1 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING SECO AND CLEA PLATFORM PROVIDED HEREUNDER. SECO SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN ANY COMPONENTS ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND; WITHOUT LIMITATION, SECO DOES NOT MAKE ANY WARRANTY OF ACCURACY, COMPLETENESS, TIMELINESS, OR UNINTERRUPTABILITY, OF CLEA PLATFORM; SECO IS NOT RESPONSIBLE FOR RESULTS OBTAINED FROM THE USE OF CLEA PLATFORM OR FOR CONCLUSIONS DRAWN FROM SUCH USE; AND EXCEPT AS OTHERWISE STATED IN THESE TERMS AND CONDITIONS, SECO’S REASONABLE EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER INSTRUCTIONAL INPUT DESCRIBED THEREIN SHALL BE SECO’S SOLE LIABILITY AND CUSTOMER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER CONTENT IN CONNECTION WITH THE SECO SERVICES.
- 6.3. FOR ANY BREACH OF THE WARRANTIES RELATED TO CLEA PLATFORM PROVIDED BY SECO IN SECTION 6.1, CUSTOMER EXCLUSIVE REMEDY AND SECO’S ENTIRE LIABILITY WILL BE THE MATERIAL CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF SECO CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER,

SECO WILL END THE DEFICIENT SERVICES AND REFUND TO CUSTOMER THE AMOUNT PAID BY CUSTOMER TO SECO APPLICABLE TO THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

7. CUSTOMER CONTENT

- 7.1. The Customer acknowledges that it may not include in Customer Data or Customer Inputs or generate any Customer Results that include: any data for which Customer does not have all rights, power and authority necessary for its collection, use and processing as contemplated by this Agreement.
- 7.2. The Customer hereby grants to SECO the right to use Customer Content, for the purpose of executing the Agreement, in particular when the Customer Content will be hosted in SECO's Cloud Environment.
- 7.3. SECO is entitled to immediately block Customer's use of Components should there is justified suspicion that the Customer Content is unlawful and/or infringes third-party rights. There is a justified suspicion of unlawfulness and/or of an infringement of rights in particular when Authorities and/or other third parties notify SECO thereof. SECO shall then notify Customer of the block, stating the reason for the block. The block shall be removed as soon as the suspicion has been refuted.

8. SECURITY – DATA PROTECTION

- 8.1. Customer acknowledges that, according to the section 4.1 of these Terms and Conditions, Components licensed by SECO may be deployed in the Customer's Cloud Environment or in SECO's Cloud Environment, and that accordingly each Party must undertake certain technical and organizational measures in order to protect Customer Content.
- 8.2. In this regard, SECO acknowledges and agrees that is primarily responsible for Customer Content hosted in SECO's Cloud Environment, except as provided for in the following section 8.5 and it shall implement reasonable administrative, physical, and technical safeguards ("**Security Measures**") in order to protect the security of such Customer Content and it will comply with the standards provided for the sector such as those required by ISO 27001 Certification.
- 8.3. Customer acknowledges and agrees that it and its Authorizes Users are responsible for:
 - (i) protecting the security of its credentials used to access to CLEA Portal or to access to its cloud provider;
 - (ii) securing the Customer's Cloud Environment;
 - (iii) backing up Customer Instructional Input;
 - (iv) backing up and securing Customer Data under Customer's control within the Customer's Cloud Environment or other Customer controlled system;
- 8.4. Customer expressly assumes the risks associated with the responsibilities set forth above in this section and shall defend and hold SECO harmless against any damage that should occur for the violation or loss of Customer Content.

- 8.5. The Parties shall have a sharing responsibilities for the security of Customer Content exclusively in the following two cases:
- (i) If SECO has the access to Customer's Cloud Environment;
 - (ii) If Customer has the access to SECO's Cloud Environment or some software components developed by Customer are hosted in such environment.
- 8.6. It is understood that in the case the Parties will sign a separate security agreement provided by Customer, SECO shall be indemnified and hold harmless from any responsibilities (e.g. data loss, data breach of Customer Content) if it has complied with all the provisions of such security agreement.

9. PRIVACY

- 9.1. The Parties shall comply with the provisions of data protection law respectively applicable and bind their Authorized Users engaged in connection with this contractual relationship and the execution thereof to data secrecy and confidentiality in accordance with the Applicable Laws, except to the extent that they are already under a general obligation to act accordingly.
- 9.2. If the Customer collects and processes personal data, then the Customer guarantees that it is authorized to do so in accordance with the Applicable Laws, in particular in accordance with data protection regulation, and that it has obtained all necessary consents, authorization and required permissions or has entered into necessary agreements with third parties in a valid manner in order to allow for SECO to perform the tasks hereunder, including any access and processing of personal and other private data of all concerned individuals and/or third parties which may be subject to special protection under Applicable Laws. In the event of any infringement the Customer shall indemnify SECO from and against third party claims.
- 9.3. SECO shall only collect and process Customer-related personal data to the extent required to execute this Agreement or otherwise permitted by Applicable Laws. The Customer acknowledges and confirms the collection and processing of such personal data to this extent.
- 9.4. Insofar as SECO is acting as a data processor on behalf of the Customer, then this constitutes a processing on behalf of a controller. Such processing activities shall be subject to and be further regulated in the separate data processing agreement that Parties shall enter into.

10. REMUNERATION AND TERMS OF PAYMENT

- 10.1. The Customer shall pay SECO the amounts agreed and specified in the Proposal and all fees owed to SECO will be paid in Euro, unless otherwise indicated in the Proposal.
- 10.2. Unless otherwise specified in the Proposal, SECO will invoice the Customer for the Services monthly in arrears. All the Services are charged for the whole month in which the respective Service is terminated, regardless of what day in that month the Service is terminated, unless the Services are charged on a different basis.

- 10.3. All payments to SECO shall be made within thirty (30) days net from the date of the invoice to the bank account indicated on the invoice. All payments shall be in the currency specified in Proposal, exclusive of VAT or any other tax of a similar nature in whatever jurisdiction, which may be substituted or levied in addition to it. Any such VAT or similar tax shall be charged in accordance with the relevant regulations in force at the time of making the supply. Customer making a payment under this Agreement shall pay, in addition to sums due, any VAT or other sales or similar tax due at the current rate.
- 10.4. Each Party will be responsible, as required under Applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement.
- 10.5. All amounts due to SECO and not paid within the above term may be subject to a service charge of 3% per month until collected, unless an objectively and reasonably well-founded dispute has arisen by Customer in respect of a given amount
- 10.6. The Customer shall pay all undisputed charges due under this Agreement without counterclaim, set-off or deduction. Should the Customer reasonably dispute a charge in an invoice, the Customer shall notify SECO of the charge in dispute in writing (by PEC) no later than thirty (30) days from the invoice date. Invoiced amounts not disputed within thirty (30) days from the invoice date will be conclusively deemed undisputed and accepted by the Customer.
- 10.7. If the Customer in good faith disputes part of the charges set forth in an invoice, the Customer must promptly notify SECO of such disputed charges, specifying which charges are under dispute and the reason thereto. The other part of the charges which are not under dispute must be paid by the Customer. The Customer shall in good faith work with SECO to resolve the dispute.

11. TERM AND TERMINATION

- 11.1. The Agreement shall commence on the Effective Date and remain in force for the period specified into Proposal.
- 11.2. Either Party may immediately terminate the Agreement by providing written notice to the other Party: (i) if the other Party is in default in the performance of any of its material obligations under this Agreement or materially breaches any provision hereof and such default or breach continues after at least thirty (30) days written notice of such default or breach; or (ii) in the event the other Party becomes insolvent, is in receivership, voluntary or involuntary becomes bankrupt or makes arrangements with its creditors pursuant to any act pertaining to insolvency, bankruptcy or arrangements with creditors.
- 11.3. Notwithstanding any other provision herein, SECO may immediately terminate the Agreement upon written notice to the Customer, without incurring any liability to the Customer: (i) if the Customer is in default in the payment of any undisputed amount(s) due hereunder and the default exceeds thirty (30) days, and such default continues for a period of fifteen (15) or more days after SECO's written notice; or (ii) in case of

assignment of the Agreement without prior written consent of SECO; or (iii) if a change in the Applicable Law or regulations materially hinders or makes the provision of this Agreement illegal.

- 11.4. Without prejudice to SECO's right to terminate the Agreement pursuant to Section 11.3, SECO may elect to immediately suspend the use of the Components or the Services if the Customer is in default of the payment of any undisputed amount(s) due hereunder and the default exceeds fifteen (15) days.
- 11.5. Upon termination or expiration of the Agreement, all amounts owed to SECO under the Agreement shall immediately become due and payable.
- 11.6. It is expressly understood that upon termination or expiration of the Agreement, all rights and licenses granted by SECO hereunder, except for Component open source, shall immediately terminate, unless otherwise agreed between the Parties.
- 11.7. Upon termination or expiration of the Agreement, SECO undertakes to delete Customer Data from all SECO systems, server and/or cloud one (1) month after termination of the Agreement, unless there are legal retention periods to the contrary.

12. CONFIDENTIALITY

- 12.1. Each Party undertakes to treat as confidential this Agreement and all Confidential Information disclosed in connection with this Agreement during the Term and for a period of three (3) years after the termination or expiration of such Agreement. Each Party undertakes to use the Confidential Information obtained under this Agreement solely for the purpose of its performance of obligations under this Agreement and shall not disclose any Confidential Information obtained from the other Party without the other Party's prior written consent.
- 12.2. This Section shall not apply to any such information, which (i) is or becomes public knowledge other than by breach of this Section, or (ii) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party, or (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, or (iv) is independently developed without access to any Confidential Information belonging to the disclosing Party, or (v) is required to be disclosed by virtue of any Authority competent to require the same or by any Applicable Law.
- 12.3. Each Party shall exercise the same standard of care (but in no event less than a reasonable standard of care) in respect of the other Party's Confidential Information, as it would exercise in relation to its own Confidential Information, to protect and preserve the proprietary and confidential nature of such Confidential Information.
- 12.4. The Parties agree that the obligations contained in this Section are necessary to protect the Party's respective businesses and that monetary damages would be inadequate compensation for a breach of this Section. The Parties shall be entitled to an injunction to prevent breaches of this Section and to specific performance of the terms hereof, in addition to any other remedy available.

13. LIABILITY

13.1. Without prejudice to paragraph 6.3, neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damages, including any damages for lost profits incurred by either Party or any third party, whether in action, contract or tort, even if the other Party has been advised of the possibility of such damages.

14. INDEMNIFICATION

- 14.1. SECO will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (“**Claim Against Customer**”) alleging that the CLEA Platform or its Components as licensed to Customer by SECO or Customer’s use of the SECO Components in accordance with the Agreement infringes or misappropriates such party’s Intellectual Property Rights (“**IP Claim**”), and will indemnify Customer from and against any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SECO in writing of, a Claim Against Customer. Notwithstanding the foregoing, SECO will have no liability for any infringement or misappropriation claim of any kind if such claim arises from: (a) the public open source Components, if the claim of infringement or misappropriation does not allege with specificity that the infringement or misappropriation arises from the activity of SECO; (b) the combination, operation or use of CLEA Platform and its Components with equipment, devices, software or data not supplied by SECO; or (c) Customer an Authorized User’s use of the CLEA Platform other than in accordance with this Agreement.
- 14.2. Customer will defend SECO and its Affiliates and its and each of their officers, employees, directors, and agents against any claim, demand, suit or proceeding made or brought against SECO by a third party (“**Claim Against SECO**”) arising from or related to (a) Customer’s use of the CLEA Platform in violation of any applicable laws or the Agreement, or (b) Customer Content infringes or misappropriates such party’s Intellectual Property Rights, and will indemnify SECO from and against any damages, attorney fees and costs finally awarded against SECO as a result of, or for amounts paid by SECO under a settlement approved by Customer in writing of, a Claim Against SECO.
- 14.3. THE FOREGOING SECTIONS 14.1 STATES THE ENTIRE OBLIGATION OF SECO WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY SECO.

15. FORCE MAJEURE

15.1. Neither Party shall be liable to the other Party for any failure to perform any obligation under this Agreement which is due to an event beyond the control of such Party including, without limitation, natural disasters, war, riot, civil unrest, terrorism, strikes, lock-out and other labor difficulties (regardless of the Party concerned is the object or Party to such an action), lightning, fire, public utility failures, amendment of rules to public Authorities, interventions by public Authorities. The Party affected by such event shall inform the

other Party and shall use all commercially reasonable efforts to comply with the terms and conditions of this Agreement. If, as a result of circumstances referred to above, the fulfillment of an obligation is delayed by more than ninety (90) days, either Party shall be entitled to terminate this Agreement with immediate effect without incurring any liability therefore.

15.2. Notwithstanding anything stated above, all monetary obligations for the Components licensed or for the Services rendered or being rendered by SECO under this Agreement shall not be subject to a Force Majeure event.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by and construed in accordance with the laws of Italy. For any matters not expressly provided in this Agreement, reference should be made to the rules of the Italian Civil Code.

16.2. Upon the arising of any difference, dispute, conflict or controversy, including any question as to its existence, validity or termination out of or in connection with this Agreement or its performance, including, any dispute regarding its existence, validity, termination of rights or obligations of any Party, the Parties shall attempt to amicably settle such dispute within a period of thirty (30) days after the receipt by one Party of a written notice from the other Party of the existence of the dispute.

16.3. If the Parties are unable to settle the dispute amicably as per Section 16.2 above, the competent courts of Arezzo shall have exclusive jurisdiction to try any legal action or proceedings, matters or things in connection with this Agreement.

17. ITALIAN LEGISLATIVE DECREE No. 231/2001

17.1. SECO declares that it has adopted an organizational model of management and control to prevent the commission of crimes provided for by Legislative Decree No. 231/2001, which governs the "*Administrative liability of legal persons, companies, firms and associations, even if they do not have legal personality*" ("**Organizational Model**"). The code of ethics ("**Code of Ethics**") adopted by the parent company SECO S.p.A. also constitutes an integrated and substantial part of this Organizational Model.

17.2. The Customer declares that it has read and adhered to the rules contained in the Organizational Model of SECO and the Code of Ethics, both available on the website <https://www.seco.com> which are an integral part of this Agreement.

18. MODIFICATIONS

18.1. SECO reserves the right to amend these Terms and Conditions to changed technical or legal conditions, with regard to further developments or technical progress at any time, such amendment also being effective with regard to existing contractual relationships. The Customer shall be notified of such changes by email no later than thirty (30) days before the planned effective date of the changes insofar as the adaptation involves a restriction in the usability of generated data to date or other not only insignificant disadvantages (e.g.

adaptation expenses). If Customer does not object within fifteen (15) days of receipt of the notification and continues to use of CLEA Platform after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, SECO is entitled to terminate the contractual relationship subject to a one (1) month' notice period. Customer shall be advised of its right to object and of the consequences in the change notification.

19. MISCELLANEOUS

- 19.1. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assignees. Neither this Agreement, nor any of a Party's rights or obligations hereunder may be assigned by such without the prior written consent of the other Party, such consent shall not be unreasonably delayed or withheld.
- 19.2. The Agreement constitutes the entire agreement between the Customer and SECO in relation to the subject matter hereof, and shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter.
- 19.3. No provision of this Agreement shall be deemed waived by a course of conduct unless such waiver is in writing signed by the Parties and stating specifically that it was intended to modify this Agreement.
- 19.4. Each of the provisions of this Agreement is intended to operate independently of the others. If any term or provision of this Agreement is to any extent found invalid, void or unenforceable, the remaining terms and provisions shall, nevertheless, continue in full force and effect.
- 19.5. Except as expressly provided for in this Agreement, this Agreement may not be amended or modified except by a written instrument executed by the Parties.
- 19.6. The relationship between SECO and the Customer is intended to be and shall be that of independent contractors. The Customer shall under no circumstances be considered an agent, franchisee, partner or joint venture to SECO.