



FIBER SYSTEM SUBSCRIPTION AGREEMENT

This **Fiber™ System Subscription Agreement** (this “**Agreement**”) is between Desktop Metal Operating, Inc. (“**Desktop Metal**”), a Delaware Corporation, and the customer identified on the Order (as defined below) (“**Customer**”). The Agreement is entered into effective as of the date the subscription is confirmed by Desktop Metal (the “**Effective Date**”). Customer and Desktop Metal may be referred to individually as a “**Party**” and collectively as the “**Parties.**” This Agreement governs Desktop Metal’s provision, and Customer’s use of certain Hardware, Software, and related services furnished by Desktop Metal to Customer (collectively “**Desktop Metal Services**”) and all Orders submitted for the Desktop Metal Services.

Definitions:

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with the applicable Party. For purposes of this Agreement, “control” means possessing, (i) directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise, or (ii) the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity.

“**Authorized Users**” means those individuals who Customer has authorized to access the Desktop Metal Services.

“**Consumables**” means any disposable material or part(s) that may be consumed or worn out during the operation of the Hardware, and which Desktop Metal makes available for purchase by Customer, including but not limited to, continuous fiber composite Micro AFP tapes, chopped fiber FFF filaments, and such other similar items as Desktop Metal may offer for sale on its online Order page.

“**Customer Data**” means the Customer-specific and Customer-identifiable data submitted to or collected by the Desktop Metal Services by or on behalf of Customer.

“**Documentation**” means the user manuals, specifications and other materials that describe the use and functionality of the Hardware and Software, which Desktop Metal makes generally available to its customers.

“**Hardware**” means the Fiber™ printer and related equipment and firmware and any parts thereof (other than Consumables), including, without limitation, the Micro AFP tape head, FFF printhead, and filament dry box, which Desktop Metal shall provide to Customer on a “Hardware as a Service” basis as detailed in the applicable Order.

“**Initial Term**” means the three (3) year period beginning on the Subscription Commencement Date.

“**Installation Site**” means the Customer location(s) where the Hardware is installed, as identified on the Order, and where such Hardware shall remain for the Subscription Term, unless otherwise agreed by Desktop Metal in writing.

“**Intellectual Property Rights**” means any and all now known or hereafter existing or future worldwide (i) rights associated with works of authorship, including, but not limited to, exploitation rights, copyrights, moral rights, database rights, and mask works, (ii) trademark (including any goodwill acquired in such trade marks), service marks, trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, inventions, discoveries, improvements, devices, apparatuses, practices, processes, methods, products (whether patentable or not) and other industrial property rights, (v) other intellectual and industrial property and proprietary rights of every kind and nature throughout the universe, whether arising by



operation of law, by contract or otherwise, and (vi) all registrations, applications, continuations in part, renewals, extensions, combinations, divisions or reissues of the foregoing together with all rights to sue and recover for any past infringements of any rights.

“**Order**” means an online subscription order form completed and submitted by Customer.

“**Policies**” means the Acceptable Use Policy and Software End User License Agreement that are located at the following URL: desktopmetal.com/company/customer-policies (“**Policies Page**”).

“**Renewal Term**” shall have the meaning as set forth in Section 4.1 below.

“**Security Emergency**” means: (i) use of the Desktop Metal Services that do or could disrupt the Desktop Metal Services, other customers' use of the Desktop Metal Services, or the infrastructure used to deliver the Desktop Metal Services, or (ii) unauthorized third party access to the Desktop Metal Services.

“**Software**” means the software application services made generally available by Desktop Metal on a subscription basis for use with the Hardware as detailed in the applicable Order.

“**Subscription Commencement Date**” means thirty (30) days following the date of shipment of the Hardware.

“**Subscription Fee**” means the annual fee charged to Customer for use of and access to the Desktop Metal Services for the Subscription Term. Desktop Metal shall have the right to change the Subscription Fee for a Renewal Term by providing Customer notice of such change at least forty-five (45) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable.

“**Subscription Term**” shall mean the Initial Term and any Renewal Term(s).

“**Support Services**” shall mean the support services identified for the Fiber Subscription in the Maintenance and Support Services Description on the Policies Page.

1. ACCESS AND USE

1.1. **Subscription Term.** Desktop Metal shall provide the Desktop Metal Services for the Subscription Term. Title to the Hardware and Software shall at all times remain with Desktop Metal.

1.2. **Access.** Subject to the terms and conditions of this Agreement, Desktop Metal hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the Desktop Metal Services during the Subscription Term.

1.3. **Use of the Desktop Metal Services.** Customer is responsible for use of the Desktop Metal Services by its Authorized Users. Customer and its Authorized Users must use the Desktop Metal Services in compliance with the Acceptable Use Policy posted on the Policies Page. Customer will comply with laws and regulations applicable to Customer's use of the Desktop Metal Services, if any. Customer will not (i) sell, resell or lease the Desktop Metal Services, (ii) use the Desktop Metal Services for activities where use or failure of the Desktop Metal Services could lead to physical damage, death or personal injury, or (iii) reverse engineer the Desktop Metal Services, nor attempt nor assist anyone else to do so, unless this restriction is prohibited by law and not waivable.

2. SUBSCRIPTION TERMS

2.1. **Hardware.** Desktop Metal will deliver the Hardware to Customer (Ex Works the location stated on the subscription confirmation) solely for use as part of Desktop Metal Services during the Subscription



Term; Desktop Metal hereby grants to Customer a non-transferable, non-sublicensable, revocable and limited license during the Subscription Term to use the Hardware solely in conjunction with the Desktop Metal Services. Customer shall: (a) not install or use the Hardware at (or relocate it to) any location other than the Installation Site without Desktop Metal's prior written consent, (b) ensure that the Hardware is maintained in good working condition as specified by Desktop Metal, and (c) not assign, pledge, transfer, encumber, or grant any security interest in the Hardware to any third party in any manner whatsoever, nor attempt to do any of the foregoing. While the Hardware is in Customer's possession, Customer hereby assumes and will bear all risk of damage, loss, theft, or destruction of the Hardware. If the Hardware is damaged (reasonable wear and tear excepted), Customer will notify Desktop Metal and Desktop Metal will repair or restore the Hardware at Customer's cost (except as otherwise expressly provided herein) so that the Hardware is returned to good working order, condition, and repair. Customer will pay to Desktop Metal the full cost of repair or replacement, as communicated by Desktop Metal, of any Hardware that is lost, stolen, destroyed, or damaged beyond repair during the Subscription Term.

2.2. **Software.** Desktop Metal grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited license during the Subscription Term to use the Software solely in conjunction with the Desktop Metal Services, in accordance with the Software End User License Agreement posted on the Policies Page. Notwithstanding anything to the contrary in this Agreement, any open source or third party software or components included in or provided with the Software are provided solely in accordance with, and subject to, the applicable open source and third party software licenses.

2.3. **Consumables.** Consumables will be made available by Desktop Metal for purchase by Customer at then-current terms and conditions of sale and prices set forth on Desktop Metal's online Order page. To the extent a Consumable is made available for purchase from Desktop Metal or its authorized reseller ("**Reseller**"), Customer shall be required to purchase such Consumables from Desktop Metal or Reseller.

2.4. **Support Services.** During the Subscription Term, Desktop Metal shall provide the Support Services to Customer.

2.5. **Use Restrictions.** Customer shall not, and shall not cause or permit its Affiliates, Authorized Users, or any other person or entity to: (a) modify, reverse engineer or otherwise attempt to discover any underlying confidential information of any Desktop Metal Services (unless permitted by applicable law and not waivable); (b) allow third parties other than Authorized Users to gain access to the Desktop Metal Services; or (c) remove any proprietary notices or markings on the Desktop Metal Services.

2.6. **Modifications.** Desktop Metal may update the Desktop Metal Services from time to time. If Desktop Metal changes the Desktop Metal Services in a manner that materially reduces their functionality, Desktop Metal will notify Customer at the email address associated with the account, and Customer may provide notice within thirty (30) days of the change to terminate the Agreement.

2.7. **Inspection.** Customer will have fourteen (14) days after receipt of Hardware to notify Desktop Metal in writing of any non-conforming or damaged goods.

3. **PAYMENT OBLIGATIONS AND PAYMENT TERMS**

3.1. **Subscription Fees.** The Desktop Metal Services are provided on a subscription basis. Customer will pay Desktop Metal the Subscription Fee for the Desktop Metal Services in the currency and pursuant to the payment terms set forth in this Section 3. Subscription Fees are non-refundable except as required by law or as otherwise expressly provided in this Agreement.

3.2. **Taxes.** The Subscription Fees are exclusive of taxes and Customer is responsible for all taxes and duties, including without limitation, any sales use, value added, royalty or withholding taxes imposed by



any U.S. government entity or other government entity. Desktop Metal will charge taxes when required to do so. If Customer provides Desktop Metal with a valid tax exemption certificate, Desktop Metal will not collect the taxes covered by that certificate.

3.3. **Payment.** If Customer elects to pay the Subscription Fee in annual installments, then the first payment for the Subscription Fee will be due upon placement of the Order; thereafter and during the Subscription Term, Desktop Metal will invoice Customer for the Subscription Fee ninety (90) days prior to each anniversary of the Subscription Commencement Date. All invoices are payable in U.S. dollars within thirty (30) days of the invoice date unless otherwise set forth in the applicable Order. Desktop Metal may suspend or terminate the Desktop Metal Services if the Subscription Fees are past due. Customer will provide complete and accurate billing and contact information to Desktop Metal.

4. **TERM AND TERMINATION**

4.1. **Term.** This Agreement will continue to apply as long as the Initial Term remains in effect, unless earlier terminated by either Customer or Desktop Metal as set forth herein. The Agreement will automatically renew for subsequent one (1) year periods (each a “Renewal Term”) following the expiration of the Initial Term or prior Renewal Term, as applicable, unless one Party provides written notice to the other of non-renewal at least thirty (30) days prior the expiration of the Initial Term or then-current Renewal Term. Either Party may terminate this Agreement if the other is in breach of any material obligation under this Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof. Desktop Metal may terminate this Agreement, effective immediately upon notice to Customer, if Customer ceases business operations, assigns its assets for the benefit of creditors, becomes bankrupt, or otherwise seeks to dispose of all or substantially all of its assets. In addition, Desktop Metal may terminate the Desktop Metal Services for convenience at any time by providing thirty (30) days’ written notice and, upon receipt of the Hardware in good working condition, Desktop Metal will refund any pre-paid but unused Subscription Fees.

4.2. **Effects of Termination.** Upon termination or expiration of this Agreement: (a) any outstanding amounts owed by Customer to Desktop Metal will become immediately due and payable; (b) except in the case where Desktop Metal has terminated this Agreement for convenience or Customer has terminated this Agreement due to Desktop Metal’s non-cured material breach, Customer shall pay an early termination fee of Two Thousand Five Hundred United States Dollars (US \$2,500) (c) all license rights granted under this Agreement will immediately cease to exist; (d) Customer will promptly return all Hardware to Desktop Metal in good working condition, reasonable wear and tear excepted, at Customer’s expense; and (e) the following provisions of this Agreement will survive: Sections 3 and 5 and 11. If Customer either (i) fails to return the Hardware to Desktop Metal within thirty (30) days (the “**Return Period**”) following termination or expiration of this Agreement or (ii) returns the Hardware within the Return Period but not in good working condition as determined by Desktop Metal at its sole discretion, Desktop Metal shall charge Customer a penalty fee equivalent to the fair market value of the Hardware as of the end of the Return Period.

4.3. **Suspension of Service.** If Customer fails to pay undisputed amounts in a timely fashion, Desktop Metal shall have the right to suspend the Desktop Metal Services, without liability to Customer until such amounts are paid in full.

4.4. **Security Emergencies.** Notwithstanding anything in the Agreement, if there is a Security Emergency, Desktop Metal may automatically suspend use of the Services. Desktop Metal will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency.



5. INTELLECTUAL PROPERTY RIGHTS

5.1. **Reservation of Rights.** Except as expressly set forth herein, this Agreement does not grant (i) Desktop Metal any Intellectual Property Rights in Customer Data or (ii) Customer any Intellectual Property Rights in the Desktop Metal Services, Hardware, Software, or Consumables.

5.2. **Customer Data.** Customer retains all right, title and interest in and to the Customer Data. Subject to the foregoing, Customer hereby grants to Desktop Metal a non-exclusive, non-transferable right and license to use the Customer Data during the Subscription Term for the limited purposes of performing Desktop Metal's obligations under this Agreement and to use the Customer Data in combination with other customers' data to improve and support the Desktop Metal Services.

5.3. **Desktop Metal Services.** Subject to the rights granted in this Agreement, Desktop Metal retains all right, title and interest in and to (i) the Intellectual Property Rights in and to the Desktop Metal Services, the Hardware, Software, and Consumables, (ii) and Intellectual Property Rights that it may conceive, develop or discover in the course of the Desktop Metal Services or in the course of any guidance or assistance it may provide to Customer in connection therewith (excluding Customer Data) and Customer acknowledges that it neither owns nor acquires any additional rights or licenses in and to the foregoing not expressly granted by this Agreement.

5.4 **Product Operation Data.** Desktop Metal may, on a period basis, collect or receive data from or through the Hardware, Software or Desktop Metal Services, including information identifying Hardware status (such as operation details or logs about any function being performed or Consumables usage) and aspects of the Hardware environment that may affect its operations (all such data, collectively, "**Product Operation Data**"). Desktop Metal retains all right, title, and interest in and to the Product Operation Data.

6. DATA PRIVACY AND SECURITY

Desktop Metal will take reasonable and appropriate technical and organizational measures designed to protect Customer Data against unauthorized access, accidental loss or damage, and unauthorized destruction. Customer acknowledges and agrees that Desktop Metal has no obligation to back-up Customer Data, nor will Desktop Metal have any liability for any loss or corruption of Customer Data, nor will Desktop Metal have any obligation to retain any Customer Data after the Subscription Term.

7. CONFIDENTIALITY

Each Party will have access to certain Confidential Information of the other. Confidential Information will mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party, terms of this Agreement, and terms on any Order Forms, that have been identified as confidential or should reasonably be treated as confidential. Without limiting the foregoing, Desktop Metal Services (including without limitation the Hardware and Software) will be deemed Confidential Information of Desktop Metal. Each Party agrees: (a) not to disclose the Confidential Information of the other to anyone except its employees, contractors, and advisors ("**Representatives**") on a strict need to know basis and subject to a written duty of confidence; (b) to use the Confidential Information strictly for the performance or receipt of this Agreement; and (c) to use commercially reasonable efforts to protect the confidentiality of the Confidential Information. Each Party may disclose Confidential Information to the extent required: (i) by securities laws; (ii) to comply with a court or governmental order, or to comply with applicable law; or (iii) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.



8. LIMITED WARRANTIES; DISCLAIMER

8.1 **Desktop Metal Services Warranty.** Desktop Metal warrants that during the Subscription Term, the Hardware and Software shall be free from defects in materials and workmanship and shall function in material respects in accordance with the Documentation. Customer must provide written notice to Desktop Metal that the Hardware or Software is not as warranted. Desktop Metal will, at its option and as its sole and exclusive remedy under this section 8.1, either (i) repair such Hardware or Software at no charge to Customer or provide Customer with new, used (in working condition) or refurbished Hardware (or parts thereof) or Software or (ii) terminate the Desktop Metal Services and upon Customer's return of the Hardware to Desktop Metal, issue a refund of any pre-paid but unused Subscription Fees. To the extent Desktop Metal provides replacement Hardware (or parts thereof) to Customer hereunder, Customer shall be required to ship the replaced Hardware or part back to Desktop Metal, at Customer's expense, within thirty (30) days of Desktop Metal's shipment to Customer of the replacement Hardware or parts, and if Customer does not return the replaced Hardware or part to Desktop Metal within said time, Desktop Metal shall invoice Customer for, and Customer shall pay to Desktop Metal, the retail value of the Hardware and parts, as applicable.

8.2 **Consumables Warranty.** For a period of ninety (90) days from the date of shipment, unless otherwise indicated on applicable packaging, the Consumables shall conform to the applicable specification. In the event of breach of this warranty, Desktop Metal will, at its sole cost, replace the defective consumable with a replacement consumable that conforms to the applicable specification. Customer is responsible for all shipping costs associated with returning defective Consumables to Desktop Metal; provided, however, that if Desktop Metal determines that the Consumables are eligible for warranty coverage, Desktop Metal will pay the shipping costs associated with shipping the repaired or replacement Consumables to Customer.

8.3 **Exclusions.** The foregoing limited warranty shall only apply to the extent that: (a) Customer maintains and operates Desktop Metal System in accordance with the Documentation; and (b) Customer uses only Consumables purchased from Desktop Metal or its authorized vendors. Further, the foregoing limited warranty does not apply: (i) to damage caused by Customer's failure to follow instructions relating to the Desktop Metal Services, including but not limited to the operation of the Desktop Metal Services outside the permitted or intended uses described in the Documentation and failure to perform the preventive and routine maintenance recommended by the Documentation; (ii) to damage caused by accident, abuse, vandalism, misuse, power surge, lightning, water, fire, earthquake, or other external causes or acts of God; (iii) to damage caused by service (including upgrades and expansions) performed by anyone who is not an authorized representative of Desktop Metal; or (iv) Desktop Metal Services that have been modified to alter functionality or capability.

8.4 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DESKTOP METAL SERVICES AND CONSUMABLES ARE PROVIDED "AS IS," AND DESKTOP METAL MAKES NO (AND HEREBY DISCLAIMS) ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE DESKTOP METAL SERVICES OR CONSUMABLES (IN WHOLE OR IN PART).

9. INDEMNIFICATION

Desktop Metal will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that Desktop Metal Services infringes the intellectual property



rights of such third party, and Desktop Metal will pay those costs and damages awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If Desktop Metal Services becomes, or in Desktop Metal's opinion is likely to become, the subject of an infringement claim, Desktop Metal may, at its option and expense: (a) procure for Customer the right to continue use of Desktop Metal Services; (b) modify Desktop Metal Services so that it becomes non-infringing; or (c) refund to Customer any fees prepaid by Customer for Desktop Metal Services, prorated for the amount of time remaining in the applicable term, and terminate the applicable order by written notice to Customer. Notwithstanding the foregoing, Desktop Metal will have no obligation with respect to any infringement claim to the extent based upon (i) any use of Desktop Metal Services not in accordance with this Agreement or for purposes beyond the scope set forth in the applicable Documentation, (ii) any use of any release of Desktop Metal Services other than the most current release made available to Customer, (iii) any modification of Desktop Metal Services by any person other than Desktop Metal or its authorized agents or subcontractors, (iv) any combination or integration of Desktop Metal Services with hardware, software, data, and/or technology not provided by Desktop Metal, or (v) any open source software and/or third party software. This Section states Desktop Metal's entire liability and Customer's sole and exclusive remedy for infringement claims and actions. Desktop Metal's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer will promptly notify Desktop Metal in writing of any threatened or actual claim or suit; (b) Desktop Metal will have sole control of the defense or settlement of any claim or suit; and (c) Customer will reasonably cooperate with Desktop Metal, at Desktop Metal's expense, to facilitate the settlement or defense of any claim or suit.

10. LIMITATION LIABILITY

10.1. **Disclaimer.** In no event shall Desktop Metal be liable to Customer or any third party for any consequential, indirect, exemplary, special or incidental damages, including any loss of use, data, profits, or goodwill, arising from or relating to this Agreement, or the Desktop Metal Services.

10.2. **Liability Cap.** The total cumulative liability of Desktop Metal arising from or relating to this Agreement and the Desktop Metal Services will not exceed the Subscription Fee paid to Desktop Metal in the twelve (12) months preceding the circumstances giving rise to the claim.

11. GENERAL

11.1. **Compliance with Export Laws.** The Desktop Metal Services and the Hardware, Software, and Consumables, are subject to U.S. and foreign export control laws and regulations and must be used, sold, exported, re-exported, and transferred in compliance with such export laws and regulations. Any offer for any Desktop Metal Services made on our websites is void where prohibited by law. Customer may not use or otherwise export or re-export the Desktop Metal Services except in accordance with applicable export laws. In particular, but not in limitation, Customer may not export or re-export the Desktop Metal Services into any U.S. embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Customer represents that Customer is not located in any country or on any list where the provision of any product or service to Customer would violate applicable law. Customer agrees to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to Customer's use of the Desktop Metal Service.

11.2. **Assignments.** Neither Party may assign, delegate, or otherwise transfer (by operation of law or otherwise) this Agreement or any of its rights or obligations to a third party without the other Party's written consent, except that either Party may assign or transfer this Agreement without such consent as a consequence of a merger, acquisition, consolidation, reorganization, or sale of substantially all of its assets or of the business to which this Agreement pertains, provided reasonable notice is given by the assigning Party.



11.3. **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any conflict of laws principles that would cause the law of another jurisdiction to apply.

11.4. **Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.5. **Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.6. **Ultrahazardous Activities.** The Desktop Metal Services are not designed or intended for use in any hazardous environment requiring fail-safe performance or operation in which the failure of the Desktop Metal Services could lead to death, personal injury, or property damage, including without limitation the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems (or the on-line control of equipment in any such environment.) Customer hereby agrees that it will not use the Desktop Metal Services in such environments.

11.7. **Government Use.** The Desktop Metal Service (including without limitation the Hardware) is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users may use the Desktop Metal Service with only those rights set forth in this Agreement.

11.8. **Modification of Software and Policies.** Notwithstanding anything to the contrary in this Agreement, from time to time, at its sole reasonable discretion, Desktop Metal may make upgrades, changes and/or improvements to: (i) the Software, in order to enhance the Software generally and/or remedy any issues with the Software; or (ii) the Policies, in order to address changes to Products or applicable laws or regulations. Notwithstanding the foregoing, except as is required as a result of changes to applicable laws or regulations, Desktop Metal will not modify any Software or Policies in any way designed to: (a) materially degrade the Software or Policies; or (b) add additional material obligations for Customer.

11.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. Any additional, different, conflicting or inconsistent terms on any Order or any other document submitted by Customer are hereby expressly rejected.