



## **Terms of Sale, Rental, and Service**

Effective Date: April 1, 2023

These Terms of Sale, Rental, and Service (“Terms”) are effective as of the date noted above. These Terms explain the terms and conditions under which BearCom Group, Inc., and its affiliated and subsidiary companies (“BearCom”) will provide the sale of equipment (“Sale Equipment”), rental of equipment (“Rental Equipment”) and/or installation and/or maintenance services (“Services”) to any customer ordering or receiving Equipment or Services (“Customer”).

**1. SCOPE AND RATES.** Scopes of work (“SOW”) are as defined in a BearCom quote. Rates are subject to change upon notice. When BearCom ships Rental Equipment or Sale Equipment, the Customer is obligated to pay the shipping charges, including any express or expedited rates if expedited delivery is requested. Customer is obligated to pay any packing and shipping charges to return Rental Equipment. Cancelled orders for Sale or Rental are subject to a 20% restocking fee.

**2. AGREEMENT TO PAY.** Unless BearCom has agreed to different payment terms or requires milestone payments or pre-payment, Customer is obligated to pay the rates listed on the BearCom quote, without offset or deduction, within 30 days of the date of invoice. Unpaid invoices will incur late charges at the lower of 1 ½% per month or the maximum legal rate of interest until such overdue amounts (and interest accrued on such overdue amounts) are paid. Customer has the sole responsibility for and agrees to pay all taxes and license and similar fees payable at any time with respect to the Sale, Installation, Maintenance or Rental of Equipment. If Customer represents that any particular transaction is exempt from taxes, Customer is obligated to provide BearCom with a current and accurate exemption certificate prior to product shipment or service delivery. If Customer’s exemption status changes, Customer is obligated to repay to BearCom any tax it was required to pay on Customer’s account to any taxing authority. For Sale or Rental Equipment that is specially ordered for Customer, Customer may be required to make a deposit at the time of order. If the Equipment is sold on credit, Customer acknowledges that BearCom retains a purchase money security interest in the Equipment. To secure Customer’s obligations under these Terms or any other agreement, Customer hereby grants to BearCom a security interest in all the Equipment sold under these Terms, whether now owned or hereafter acquired, and all proceeds of such Equipment. BearCom may file any financing statements and send any notices necessary or appropriate to perfect or protect such security interest. Customer agrees that BearCom may file a construction lien or other lien in respect of amounts owed. Customer shall pay or reimburse on demand all costs, including attorneys’ fees and legal costs, incurred by BearCom in the enforcement of its rights in connection with the Equipment or these Terms, including, without limitation, lien rights. All payment terms set forth in these Terms are subject to BearCom approval of Customer’s credit, at BearCom’s discretion; if such approval is withheld or the amount of Customer’s purchases exceeds such approval limit, payment will be due in advance of BearCom delivering any Equipment. For large projects or large equipment purchases, BearCom may require that Customer sign an agreement to pre-pay or pay for equipment and services on a milestone basis. If Customer expects BearCom to maintain stock on Customer’s behalf, BearCom may require Customer to sign a stocking agreement. BearCom may suspend the delivery of any or all Equipment if Customer fails to pay any invoice when due. Unless prohibited by state law, BearCom will assess a surcharge for credit card payments made by Customer.

**3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** BEARCOM DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT, SYSTEMS, OR SERVICES PROVIDED HEREUNDER, NOR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. For new Sale Equipment, BearCom will extend any manufacturer’s warranty that is assignable. Used Equipment is sold as-is with all faults. Where BearCom is asked to provide Customer with service for Equipment or systems BearCom did not design, engineer, or install, Customer must provide BearCom with complete “as built” documentation of the existing system. If Customer cannot provide the “as built” documentation, Customer will be charged for BearCom’s engineering services to investigate the system to determine requirements. For any Equipment or System BearCom did not design, engineer, or install, BearCom cannot guarantee that the system is compliant with regulatory requirements or will function in the way Customer intends, and BearCom specifically disclaims any liability for such compliance. Where BearCom installs a system, BearCom warrants that the system will perform in accordance with the specifications of the BearCom quote in all material respects. Upon System Acceptance or Operational Use (whichever occurs first), this limited warranty expires. BearCom’s liability in connection with any asserted defect with respect to the Equipment or Services shall be to repair or replace the Equipment or to reperform the Services. BearCom is not liable for any outside RF interference that may cause disruptions or outages of Customer’s systems and services. Where telephone lines and equipment Customer owns are used in conjunction with Equipment BearCom maintains, BearCom disclaims liability for telephone lines and any equipment not owned by BearCom or covered by BearCom through a SOW. BearCom does not warrant that the Equipment or Services are suited for Customer’s intended use, or that they are free from defects. Except as may be specifically set forth in these Terms, BearCom disclaims all other warranties, expressed or implied, made in connection with this transaction. These warranty provisions cannot be modified orally or in writing, and they supersede any contrary representations or warranties, expressed or implied. IN NO EVENT WILL BEARCOM BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE OR CONNECTIVITY, OR OTHER INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATED TO BEARCOM’S OBLIGATIONS UNDER THESE TERMS.

**4. INDEMNITY/HOLD HARMLESS/DAMAGES.** CUSTOMER ACKNOWLEDGES AND ASSUMES ALL RISKS INHERENT IN THE OPERATION AND USE OF THE EQUIPMENT. CUSTOMER AGREES TO REIMBURSE, DEFEND, INDEMNIFY AND HOLD BEARCOM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, INJURIES, DEMANDS, COSTS, EXPENSES, FINES, SETTLEMENTS, PENALTIES, CLAIMS AND DAMAGES (INCLUDING ATTORNEYS’ FEES) OF ANY KIND OR NATURE (“CLAIMS”) ASSERTED BY ANY PERSON OR BY OR BEFORE ANY GOVERNMENTAL ENTITY ARISING OUT OF THE PURCHASE, USE,

MAINTENANCE, INSTRUCTION, OPERATION, TRANSPORTATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT OR SERVICES RENDERED HEREUNDER, HOWEVER CAUSED OR RELATED IN ANY OTHER WAY TO THESE TERMS, EXCEPT TO THE EXTENT THOSE CLAIMS ARE THE RESULT OF BEARCOM'S NEGLIGENCE.

**5. SERVICES EXCLUSIONS.** Any services not specifically noted in a SOW are excluded. These exclusions are, by way of illustration but not limitation: service of any transmission line, antennas, tower or tower lighting, unless such work is described in the SOW; consumables and the installation of consumables; replacement of Equipment that has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electrical abuse or misuse, acts of God, fires or other casualty and other non-covered repairs. BearCom will bill at BearCom's then-current rates for any service call made in response to issues not covered by a SOW. If, in BearCom's reasonable opinion, the Equipment cannot be economically or properly repaired due to (for example but not limitation) excessive wear, deterioration or unavailability of parts, BearCom will give Customer no less than 30 calendar days' notice and will either remove the Equipment from a SOW or provide Customer with updated pricing to service the Equipment. Equipment that cannot be repaired at Customer's location will be transported to the nearest BearCom branch for repair at Customer's expense.

**6. RECEIPT AND RISK OF LOSS.** BearCom will deliver the Equipment to the site designated by Customer ("Job Site"). BearCom will endeavor to meet Customer's expected schedule but cannot guarantee any specific time or date of delivery. For Rental Equipment, Customer agrees to not remove the Rental Equipment from the Job Site without BearCom's prior written consent. Customer is obligated to inspect any Equipment prior to accepting delivery, and to confirm that the Equipment is in good working order and is sufficient for the purpose for which Customer intends it to be used. For Sale and Rental Equipment, Customer accepts the risk of loss at the time of delivery. BearCom retains title to Sale Equipment until the entire purchase price has been paid. BearCom retains title to Rental Equipment throughout any rental period, and Customer agrees to keep the Rental Equipment free and clear of all liens and encumbrances during the rental period. Customer agrees that delivery occurs at the earliest of the following: (1) Customer's physical receipt of the Equipment; (2) upon BearCom's transfer of the Equipment to a transportation agent for shipment. Customer agrees to provide an authorized individual at the delivery point to receive delivery of the Equipment. **Upfitted Vehicles:** For vehicles that were upfitted and ready for delivery to Customer ("Completed Vehicles"), BearCom will provide 3 days free storage of the Completed Vehicle at a designated BearCom branch. Starting on the third day, BearCom will charge storage fees at the rate noted in the quote. Regardless of when Customer picks up the Completed Vehicle, Customer is obligated to provide insurance coverage on the Completed Vehicle which will include the value of Equipment that has been incorporated into it. During the storage period, BearCom will take reasonable precautions to protect the Completed Vehicle, but Customer acknowledges that its insurance will cover any loss or damage to the Completed Vehicle and that it will remain obligated to pay BearCom for the Equipment incorporated into it.

**7. RENTAL TERM.** Rental of Equipment begins at the time noted in the BearCom quote or in any other BearCom Document related to the particular Rental Equipment. BearCom may require a minimum Rental Term. If Customer wishes to retain the Rental Equipment beyond the original Rental Term, it is obligated to contact BearCom and request a Rental Term extension, which BearCom can accept or decline at its sole discretion. If Customer retains the Rental Equipment without prior approval, BearCom reserves the right to charge for additional weeks at its discretion, or invoice Customer for the replacement value of the Rental Equipment it retained. BearCom will not credit rental charges for Rental Equipment returned prior to the end of the Rental Term and may charge a cancellation charge of up to 80% of the remaining amount of the Rental Term.

**8. USE AND RETURN OF RENTAL EQUIPMENT.** Customer is obligated to ensure familiarity with the proper operation and use of each item of Rental Equipment and its acceptance of any Rental Equipment is its representation that it has the required familiarity. BearCom will demonstrate the proper operation of Rental Equipment if that is included in the SOW. Customer will not use or allow anyone to use the Rental Equipment for an illegal purpose or in an illegal manner. Customer will not use or allow anyone to use the Rental Equipment without a license or permit, if such is required under any applicable law. Customer is obligated to keep Rental Equipment in good and efficient working order, condition and repair, reasonable wear and tear excepted. When returning Rental Equipment at the end of the Rental Term, Customer is obligated to ensure that the Rental Equipment is packed properly and in accordance with any shipping instructions. If the Rental Equipment is damaged in transit, Customer is liable for those damages up to the replacement value of the Rental Equipment damaged, destroyed, or lost. Customer will visually inspect the Rental Equipment regularly and immediately notify BearCom when it needs repair or maintenance. Customer agrees that it will not make any alterations, additions, or improvements to the Rental Equipment, and that it will not remove any identification, warning or other labels that are affixed to the Rental Equipment. If the Rental Equipment is lost, stolen, destroyed or if the estimated cost of repair exceeds its book value, then Customer will be invoiced for the replacement cost of the Rental Equipment, as well as the rental fee for the damaged or lost Rental Equipment through the date of replacement. Customer acknowledges that the value of BearCom's damages is equal to the replacement cost, not the book value, of the damaged Rental Equipment, as well as the rental fees that could have been received had the Rental Equipment not been damaged, destroyed or lost. Customer is required to pay all invoiced fees. Customer is obligated to ensure that any Equipment that is covered under a SOW for Services is maintained in the proper environmental conditions.

**9. RETURN POLICY.** Any Motorola Sale Equipment returned is subject to a 20% restocking fee. Return requests for Motorola Sale Equipment must be made within 30 days of invoice date for radio equipment, parts and accessories. Non-Motorola Sale Equipment may not be returnable. If any Equipment is inoperable upon delivery, Customer must notify BearCom within 14 days of delivery to be eligible for credit or exchange; inoperable Equipment returned after 14 days will be processed as warranty repairs. Equipment returned must be new, unopened, unmodified and in the original packaging to receive full credit. Only equipment purchased from BearCom is accepted for return. Customized or custom-made equipment, including by way of illustration, custom cabinets, tuned duplexers, computer equipment, software, BDAs and built-to-order repeaters, are not eligible for return. Materials that have been determined to be outside the return policy requirements will be returned to the Customer or disposed of at Customer's expense. Cellular products, including boosters and cellular accessories are subject to the manufacturer's terms.

**10. SITE CONDITIONS.** Customer is obligated to ensure that all Job Sites are safe, secure and comply with industry standards. Job Sites must have adequate physical space, temperature regulation and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment, and conditions; adequate telephone or other communication lines, all for the installation, use and maintenance of the system. BearCom may, but is not required to, inspect the Job Site, and notify Customer of any apparent deficiencies in advance of performing work. If BearCom determines that the Job Site conditions are materially different from the conditions anticipated in its quote, BearCom will negotiate in good faith a change order with modified scope and pricing.

**11. SYSTEM ACCEPTANCE.** BearCom will give Customer no less than 10 calendar days' notice of the acceptance testing date. After the successful completion of any acceptance test, BearCom will provide Customer with a System Acceptance Certificate ("Acceptance Certificate"). If separate tests are required for individual subsystems or phases, separate Acceptance Certificates will be issued. If the system or subsystem fails within the first 5 days of receiving the System Acceptance Certification, Customer will have 10 calendar days in which to provide BearCom with a written notice that includes sufficient information to allow BearCom to evaluate Customer's assessment. Minor omissions or variances that do not materially impair the system do not constitute a failure. If Customer does not provide BearCom with a written notice within 15 calendar days, the system will be deemed accepted by Customer. Customer agrees that it will not begin operational use ("Operational Use") until it receives an Acceptance Certificate. If Customer places the system into Operational Use prior to being issued an Acceptance Certificate, Customer voids any warranty as noted in these Terms and accepts responsibility for damages or loss arising out of this unauthorized Operational Use.

**12. SALE OR RENTAL OF THIRD PARTY SOFTWARE.** Equipment may contain embedded software ("Embedded Software") from the Equipment manufacturer. BearCom offers Equipment containing Embedded Software strictly in compliance with applicable warranties, limitations and exclusions as published by the Equipment manufacturer. Under no circumstances will BearCom be liable to Customer for additional and/or expanded liability than the Equipment manufacturer offers to BearCom. Limitations, exclusions and warranty statements for any Embedded Software are available from the Equipment manufacturer. Customer acknowledges that BearCom is not a software developer, and that any Embedded Software is offered "as is" without any warranties from BearCom. Customer agrees to indemnify and defend BearCom against any claims, including but not limited to claims related to property damage, loss, personal injury or death, brought by third parties arising from use of any Equipment containing Embedded Software.

**13. INSURANCE COVERAGE.** Where BearCom is providing Rental Equipment to Customer, Customer agrees to maintain and carry, at its sole cost and expense, with insurers acceptable to BearCom, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment against all risks of loss and sufficient to cover its indemnity and liability obligations stated in these Terms. Upon BearCom's request, Customer agrees to supply a Certificate of Insurance (COI) clearly setting forth the coverage for the Equipment and naming BearCom as loss payee and additional insured. **Upfitted Vehicles:** For vehicles being upfitted, Customer's insurance must cover its vehicle against all risks of loss from the time Customer delivers the vehicle to BearCom until the Completed Vehicle is delivered to Customer. Customer's insurance must include the value of the equipment installed into the Completed Vehicle. The amount and type of insurance on Customer's vehicle does not limit its obligation to pay BearCom for the full value of BearCom's services and equipment.

**14. DEFAULT.** Customer will be in default with respect to its obligations under these Terms upon the occurrence of any of the following ("Default"): (a) failure to make any payment when due; (b) any insurance coverage required to be obtained and maintained by Customer lapses, expires or is cancelled; (c) any representation or warranty Customer made in these Terms or other order for Equipment or Services is false or misleading in any material respect; (d) Customer remains in breach of any obligation under these Terms for 10 or more days after receiving notice of such breach from BearCom; (e) Customer breaches any other agreement between the parties; (f) Customer becomes insolvent, is liquidated or dissolved, amalgamated, merges, transfers substantially all its stock or assets, ceases or threatens to cease doing business, or assigns rights or property for the benefit of creditors; or (g) a petition is filed by or against Customer under any bankruptcy or insolvency law. Upon the occurrence of a Default event, BearCom may do any and/or all of the following: (i) terminate any transaction pending between the two parties; (ii) declare any amounts owed immediately due and payable and commence legal action; (iii) retake possession of any Sale Equipment for which BearCom has not received full payment; (iv) retake possession of any Rental Equipment, holding Customer liable for all rent and other charges; and/or (v) pursue any other remedies available by law.

**15. REPOSSESSION OF EQUIPMENT.** In the event of any actual or anticipatory violation of or default in any of the material terms and conditions of these Terms by Customer, BearCom may terminate these Terms and, without notice or legal process, enter onto Customer's premises and take all action reasonably necessary to repossess any Sale Equipment for which BearCom has not received full payment, and/or any Rental Equipment. Customer waives all claims for damages and losses, pecuniary and non-pecuniary, caused by BearCom's repossession action, and shall pay all costs and expenses incurred by BearCom in retaking the Equipment.

**16. CONFIDENTIALITY.** Confidential or proprietary information disclosed by BearCom or on BearCom's behalf, either orally or in writing ("Confidential Information") may include the following types of information and other information of a similar nature (whether or not reduced to writing or still in development): designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), customer names and other information related to customers, employee information, pricing policies and financial information. Confidential Information does not include information that is now generally known in the industry, is independently developed by Customer without reference to information provided by BearCom, or which Customer lawfully obtains from a third party. Customer agrees not to use any of the Confidential Information for any purpose at any time other than in connection with this Agreement. Customer agrees to protect Confidential Information using at least as much care it uses to protect its own confidential or proprietary information. Customer acknowledges that the confidentiality provisions of these Terms are necessary and reasonable to protect BearCom's Confidential Information, and that the loss or disclosure of it will cause BearCom irreparable harm for which BearCom will have no adequate remedy.

at law. Therefore, in addition to any other rights and remedies, BearCom is entitled to seek injunctive or such other equitable relief as necessary to prevent or mitigate a breach of the confidentiality obligations of this Agreement.

**17. NON-SOLICITATION.** During the term of this Agreement and for 1 year after any termination, Customer agrees not to actively solicit for employment any of BearCom's personnel who had a direct involvement in developing systems, selling, renting, installing, or servicing Equipment, without BearCom's express written consent.

**18. USE OF SUBCONTRACTORS.** Customer agrees that BearCom may use subcontractors to perform any Services hereunder. Notwithstanding the use of any subcontractors, BearCom remains responsible for the proper provision of Services and/or Equipment.

**19. NON-DISCRIMINATION.** Both parties agree to abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**20. CHANGE ORDERS.** Either party may determine that a change order is required, which may impact the scope of work and any rates charged. For change orders accepted by BearCom, Customer agrees to pay the prices quoted by BearCom. If Customer authorizes BearCom to make changes, Customer is obligated to pay BearCom's quoted change order price, irrespective of whether Customer signed a written change order.

**21. LICENSES AND PERMITS; COMPLIANCE WITH LAWS.** Although BearCom may assist in preparation of the Federal Communications Commission ("FCC") license applications, Customer is solely responsible for obtaining any licenses or other authorizations required by the FCC or any other Federal, State or Local Governmental agency. Customer agrees that it is solely responsible for complying with applicable common law and any statute, ordinance, code or other law, rule, permit, permit condition, regulation, order, decree, technical or other standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any governmental entity including, but not limited to, the Communications Act of 1934, as amended, Title 47 of the Code of Federal Regulations, as amended from time to time, and the written decisions, policies, reports, and orders of the FCC issued pursuant to such regulations and the applicable rules and regulations of any other Federal, State or Local governmental agency. Neither BearCom nor any BearCom employee is an agent of Customer with respect to FCC or other governmental matters. Customer will provide all construction and building permits, zoning variances, licenses and any other approvals that are necessary for BearCom to work on the Job Site. Customer certifies that neither it, nor any person who directly or indirectly owns or controls it, is identified as subject to economic sanctions by the United States, United Nations, European Union, or United Kingdom (collectively referred to as a "Sanctioned Person"). Customer agrees that it will not resell, export, or otherwise transfer Equipment to any (a) Sanctioned Person, (b) location subject to economic sanctions including but not limited to Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine, and/or (c) location that would require a license issued by the U.S. government.

**22. PRIVACY POLICY.** BearCom treats Customer's data with respect and sensitivity and will do so in accordance with BearCom's privacy policy, which can be accessed at <https://bearcom.com/privacy-policy>.

**23. RENTAL PROTECTION.** Customers who rent Equipment may opt for rental protection on items that are covered by that program. The terms, conditions, and limitations of the rental protection program are located here: <https://bearcom.com/terms-of-rentals> and are incorporated by reference into any rental transaction where the Customer opts to participate in that program.

**24. OTHER PROVISIONS.** Each provision of these Terms is severable. If a court should find any provision of these Terms to be unenforceable, all other provisions shall remain in full force and effect. Customer acknowledges that it has read and agrees that the provisions of these Terms are commercially reasonable. BearCom's failure to insist upon strict performance of any one provision of these Terms shall not be construed as a continuing waiver of that provision or any other provision. Customer agrees that it must commence any action that may arise under these Terms within 1 year of the date on which the loss, damage or other legal basis for a claim occurs. Except for Customer's obligation to pay for services rendered or equipment ordered, neither party is responsible for failure to perform its obligations if it is prevented or delayed in performing them by an event of force majeure, which is defined as an event or circumstance which is beyond the control and without the fault or negligence of the party affected, and which by the exercise of reasonable diligence was unable to be avoided or prevented. Examples of such events of force majeure include severe weather, pandemics, global supply chain interruptions or delay, or unanticipated cost increases implemented by BearCom's suppliers. Unless otherwise specifically agreed to by BearCom in writing, BearCom may terminate for convenience and without cause, any agreement to sell, rent or provide service with 30 days advance written notice to Customer.

**25. ELECTRONIC SIGNATURES.** Customer agrees to conduct business electronically. Customer acknowledges that a Job Site representative or other representative of its company will be electronically acknowledging receipt of Equipment or Services and may electronically sign an Acceptance Certificate. Customer acknowledges that its electronic signature has the same validity and meaning as a handwritten signature.

**26. ENTIRE AGREEMENT.** BearCom offers to sell the Equipment and/or Services described in the accompanying quote, bid, proposal, order acknowledgment, invoice or other document provided by BearCom to Customer with these Terms (the "BearCom Document"). Acceptance of any offer made by Customer is expressly conditioned upon its agreement to these Terms. Excepting any transactions where Customer and BearCom have entered into a fully executed separate negotiated agreement in advance of any order being accepted by BearCom, these terms control and supersede any terms contained in any request for proposal, purchase order, acknowledgement or other communication previously or hereafter provided by Customer to BearCom. No additional or different or conditional Terms by the Customer will be of any force or effect. BearCom offers

the Equipment and/or Services at the rates quoted based on these terms and conditions; and any other document Customer may provide to BearCom, including its purchase order or other document, will not apply to this transaction. This is true regardless of whether Customer's purchase order or other document contains language that attempts to supersede or cancel these Terms. By accepting delivery of BearCom's Equipment or allowing BearCom's Services to commence, Customer has accepted these Terms. These Terms, together with the consistent terms provided by BearCom in the BearCom Document, shall be referred to herein as the "Agreement" and will be the entire agreement between BearCom and Customer on the subject of the transaction described in these Terms and in the BearCom Document. The Agreement supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever; there are no conditions to the Agreement that are not so contained or incorporated.