



MASTER SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES

This MASTER SERVICES AGREEMENT ("**Agreement**") creates a contract between your ("**You**" or "**Member**") and REI SUCCESS PARTNERS, LLC, DBA INVESTOR MACHINE ("**Company**"). Member's use of the Services and/or Deliverables (as more fully described below) offered by Company are predicated upon Member's acceptance of this Agreement. If You choose to accept this Agreement, you must do so as written, without modification. Member and Company may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

BY CLICKING THE "AGREE", "I ACCEPT" OR "SUBMIT SIGNATURE" BUTTONS, OR BY OTHERWISE INDICATING ACCEPTANCE BY REGISTERING FOR OR USING THE SERVICES OR VISITING THE COMPANY'S WEBSITE, MEMBER ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. **SERVICES.** Company shall provide the Services (as defined below) to Member as described in each Service Level Agreement ("**SLA**") or Purchase Order ("**PO**"), each to be entered into by the Parties in accordance with the terms and conditions of this Agreement. Each SLA or PO shall include: (i) a detailed description of the Services to be performed pursuant to the SLA or PO; (ii) the date upon which the Services will commence and the term of such SLA or PO; (iii) the fees to be paid to Company under the SLA or PO, and any payment schedules for such fees; and (iv) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such SLA or PO. Each SLA or PO shall specifically identify this Agreement and indicate that it is subject to the terms hereof. All processes, policies or procedures in connection the Services shall be determined by Company in its sole discretion. Changes to such standards may occur at any time at the sole discretion of Company and without notice to Member. "**Services**" means any services to be provided by Company under this Agreement, as described in more detail in a SLA or PO, and Company's obligations under this Agreement. "**Deliverables**" means all documents, work product and other materials that are delivered to Member hereunder or prepared by or on behalf of Company in the course of performing the Services, including any items identified as such in an SLA or PO. Any services performed on behalf of the Member by Company will be covered under the terms of this Agreement. To the extent that there may be any inconsistency between this Agreement and any SLA or PO, this Agreement shall govern.

2. **FEES.** Member shall pay to Company the fees and other compensation described in this Section 2 in the amounts set forth in each SLA or PO. Company will have no obligation to perform any Services when any amount required to be paid by Member remains due and unpaid beyond the date such amount is due. Any suspension of Services by Company as a result of Member's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay. The Company charges the following fees (collectively "**Fees**"):

- a. **Initiation Fee** – The Initiation Fee is a one-time fee to join the program and become a member, includes one (1) market, and is required for initial member and market set-up in preparation



for services to be performed. The Initiation Fee is due and payable up front prior to the Company performing any Services unless otherwise specified in the applicable SLA or PO.

- b. **Additional Market Initiation Fees** - To advertise in more than one market, Member may add additional markets, subject to availability, for a one-time, per additional market initiation fee. Additional Market Initiation Fees vary depending on the size of the market. Additional Market Initiation Fees are required to set-up the market in preparation for services to be performed, and are due up front prior to the Company performing any services in the additional market.
- c. **Membership Fees** – The Company charges Membership Fees on a per-market basis to manage Member’s advertising budgets, generate prioritized Data Lists, place orders with vendors on Member’s behalf to fulfill advertising orders, graphic design, proof management and strategic account reviews. Membership Fees are invoiced monthly. Member is responsible for monthly Membership Fees EVEN IF MEMBER ELECTS NOT TO ADVERTISE OR RECEIVE ANY SERVICES DURING SUCH MONTH.
- d. **Advertising Budgets** - This is the amount that Member designates to spend on each advertising method offered by the Company in each market as specified in the applicable SLA or PO. Member’s minimum Advertising Budget(s) will be as set forth in the applicable SLA or PO. Advertising Budgets are invoiced monthly.
- e. **Other Optional Products and Service Fees** – All other products and services not specifically listed and included in a SLA shall be charged separately by the Company at the Company’s then-current rates as set forth in the applicable PO. Such optional products and services may include, but are not limited to, Weekly Hot Sheet Monthly Fees, Weekly Hot Sheet Record Fees, Skip Trace Fees, and others. Optional Products and Service Fees are invoiced monthly.

Unless otherwise specified in a SLA or PO, payment of all fees and budgets must be received by Company prior to Company performing the applicable Services. All Fee amounts and product and services pricing are subject to change, without notice. Company’s current pricing can be found in the [Member Portal](#). If any price increase is unacceptable to Member, Member’s only option is to terminate this Agreement, provided that Member’s right to terminate as set forth in this Section 2 must be exercised within thirty (30) days of the applicable price increase or Member’s right to terminate shall expire. Member’s continued use of the Services following notification of any price change will indicate Member’s agreement to the price change.

3. **INVOICES AND PAYMENTS.** Company will invoice Member for all Fees, charges and reimbursable items payable to Company. Invoices will be issued to Member in advance via email on or about the 20th day of the preceding month and are due and payable on or before the first calendar day of the month, even if that day falls on a weekend or holiday. Payments may be made via ACH bank draft or credit card through the [payment portal](#). ACH bank draft payments will be processed at no additional charge. Credit card payments will incur an additional 3% processing fee, added to all outstanding amounts that are paid for by credit card. Company will apply all payments made by Member first to any outstanding Late Fees, Initiation Fees, Membership Fees, or any other outstanding fees or charges owed to Company, with any remaining balance being applied to Advertising Budgets.



4. LATE FEES. In the event that Member fails to pay any fee or charge within five (5) days of the due date for such payment, a 10% late fee ("**Late Fee**") will be assessed on the total outstanding amount, up to a maximum of \$1,000.00.

5. CHANGES. To make changes to Member's membership level, Advertising Budget(s) or to add or remove a market or add-on service, Member must submit a change request through Company's support ticket form in the [Member Portal](#) on or before the 10th day of the month preceding the month in which the requested change is to be effective, provided that Member must, at a minimum, at all times during the Term, have an active membership in at least one (1) market and an advertising budget of at least the minimum required amount set forth in the applicable SLA.

6. NON-EXCLUSIVE AGREEMENT. Member understands that Company is in the business of providing lead generation services and that it may be and could be performing such services for businesses that compete with Member. This Agreement shall not prohibit Company from performing such services for such other businesses, provided that Company does not violate any of the terms of this Agreement. As a member of Investor Machine, Member will be assigned to a Market. A "**Market**" is defined as a U.S. County, other than the following counties: Los Angeles County CA, Cook County IL, Harris County TX, Maricopa County AZ. These counties have been divided into multiple Markets. A Market is categorized as either a "**Major County**" (population of >500,000), "**Minor County**" (200,000 - 500,000 population), or a "**Micro County**" (population <200,000) based upon then-current U.S. Census data. Company reserves the right to change how it defines or categorizes Markets in its sole and absolute discretion. MEMBERSHIP IN A MARKET IS NOT EXCLUSIVE. Company generally limits the number of actively advertising members to one per 200,000 population (example: 0-200,000 = 1 member, 200,001-400,000 = 2 members, etc.), but reserves the right to change this limitation at any time (higher or lower). Note that Company does NOT limit the number of members for Micro Markets. In the event that Member does NOT advertise in a Market in a single month, or Member's advertising spend is less than the minimum amount required per month, Member understands that Company may resell your paid market to a new member, and Member may lose Member's paid Market with no reimbursements or refunds paid to Member in anyway.

7. TAXES. Member agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Member to Company hereunder, this Agreement or any Services, exclusive of taxes based on Company's net income or net worth. Company will invoice Member for any taxes payable by Member that are required to be collected by Company pursuant to any applicable law, rule, regulation or other requirement of law.

8. TERM. The term of this Agreement will commence on the date that Member enrolls and, unless sooner terminated hereunder or unless otherwise specified in a SLA or PO, will remain in effect for a period of twelve (12) months (the "**Term**"). This Agreement shall automatically renew for successive twelve (12) month periods unless either party provides written notice of its intent not to renew the Agreement at least ninety (90) days prior to the end of the then-current Term, or unless sooner terminated hereunder or unless otherwise specified in a SLA or PO.

9. TERMINATION. This Agreement may be terminated by Company if any of the following events occur: (a) Member commits a material breach of any of its obligations hereunder and fails to cure such breach within fifteen (15) days of written notice thereof; (b) any insolvency of Member, any filing of a petition in bankruptcy by or against Member, any appointment of a receiver for Member, or any assignment for the



benefit of Member's creditors; or (c) upon thirty (30) days' prior written notice from Company for any reason.

10. CANCELLATION. Company may, at its option, cancel or suspend any Services in the event that any invoice remains unpaid more than fifteen (15) days past the due date. In the event of cancellation or suspension of Services pursuant to this Section 10, all charges and Fees due, or that come due through the remainder of the Term, shall still be due and payable.

11. REFUND POLICY. ANY INCURRED MEMBERSHIP FEES, INITIATION FEE PAYMENT PLAN FEES, WEEKLY HOT SHEET MONTHLY FEES, WEEKLY HOT SHEET RECORD FEES AND LATE FEES THAT HAVE ALREADY BEEN PAID WILL NOT BE REFUNDED. COMPANY DOES NOT ISSUE REFUNDS UNDER ANY CIRCUMSTANCES FOR ADVERTISING BUDGETS THAT HAVE ALREADY BEEN PAID FOR. Any advertising orders paid for will be placed as agreed, unless requested to change pursuant to Section 5.

12. OBLIGATIONS OF COMPANY. Company shall perform the Services in accordance with generally recognized industry standards.

13. OBLIGATIONS OF MEMBER. Member shall:

- a. respond promptly to any reasonable requests from Company for instructions, information or approvals required by Company to provide the Services;
- b. cooperate with Company in its performance of the Services;
- c. take all steps necessary to prevent any delays in Company's provision of the Services; and
- d. before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement, maintain, all necessary licenses and consents and comply with all applicable laws in relation to the Services.

14. PRIVACY. Member agrees that Company may share Member's contact information with any third-party vendors as part of Member's attending events or meetings. Member agrees that Company may use Member's testimonials or comments, image, and results of marketing for Company's promotional efforts without notice and without the need to seek any additional permission.

15. WORK PRODUCT. The term "**Work Product**" means any inventions, software, documentation, reports, designs, specifications, processes, works of authorship, data or modifications and enhancements to software or documentation that are made, conceived, developed or reduced to practice, alone or jointly with others, by Company personnel for Member in the course of performing the Services, whether or not any such items are eligible for patent, copyright, trade secret or other legal protection, provided that Work Product shall not include any Company Intellectual Property (as defined below). All Work Product, including all patent, copyright, trade secret and other intellectual property rights related thereto, will be the sole and exclusive property of Member or its designee upon Member's payment in full of amounts payable hereunder. The parties intend that all Work Product shall be considered to be work-for-hire to the extent it qualifies as such under applicable law. To the extent that any Work Product is not, automatically upon creation thereof, owned by Member as a work-for-hire or otherwise, Company hereby assigns and agrees to assign to Company all of its right, title and interest in, to and under all Work Product, subject to payment of all amounts payable by Member. At Member's request and expense, during and after the term of this Agreement, Company will execute documents and give testimony and take further acts reasonably



requested by Member to assist Member or its designee with any efforts of Member or its designee to obtain and perfect patent, copyright, trade secret and other legal protection for the Work Product. Member shall pay Company for any time required for such assistance, excluding for the execution of document, at Company's hourly rate for the required personnel. The provisions of this Section 15 shall be subject to the provisions of Sections 16 and 17 below. Unless otherwise specified in a SLA or PO, Company owns all data related to the Services.

16. RESIDUAL RIGHTS. Notwithstanding the above, Member agrees that Company, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed hereunder, subject to its obligations respecting Member's Confidential Information pursuant to Section 18. Member understands and agrees that Company may perform similar services for third parties using the same personnel that Company may utilize for rendering the Services for Member hereunder, subject to Company obligations respecting Member's Confidential Information pursuant to Section 18.

17. COMPANY INTELLECTUAL PROPERTY. Company (or its licensor) will at all times retain and have sole and exclusive title to and ownership of any software, methodologies, tools, specifications, techniques, documentation or data which is utilized by Company in the performance of Services and has been originated or developed by Company, its affiliates or by third parties outside of the scope of the Services, or which has been purchased by or licensed to Company, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services), and all patent, copyright, trade secret and other intellectual property rights related to any of the foregoing (collectively, "**Company Intellectual Property**"). Nothing contained in this Agreement or otherwise shall be construed to grant to Member any right, title, license or other interest in, to or under any Company Intellectual Property (whether by estoppel, implication or otherwise).

18. CONFIDENTIALITY OBLIGATIONS. The term "**Confidential Information**" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the "**Disclosing Party**") to the other (the "**Receiving Party**") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and Member lists or requirements.

- a. The Receiving Party shall (i) hold the Disclosing Party's Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement or any SLA or PO. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those of its employees, independent contractors, permitted subcontractors (including their employees and independent contractors) having a need to know such Confidential Information, provided that such persons and entities have signed a non-disclosure agreement containing provisions no less restrictive than those contained in this Section 18.

- b. The obligations of Receiving Party under this Section 18 will not apply to information or materials that the receiving party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party, (iv) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information, or (v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the Receiving Party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the Disclosing Party's cost and expense, in any effort made by the Disclosing Party to seek a protective order or other appropriate protection of its Confidential Information and any disclosure under this clause (v) is limited to the extent of the legal requirement.

19. INDEMNIFICATION. Either Party (in such case, the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless either party, its affiliates and their respective stockholders, directors, officers and employees (in such case, the "**Indemnified Party**") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements (collectively, "**Losses**"), arising from or related to any claim by a third party, arising out of or relating to: (a) Member's use of the Services, including without limitation a claim that the foregoing violates any third party right; (b) services, products, information, data, processing instructions or content Member submitted or used in connection with the Services; or (c) any actual or alleged negligence, willful misconduct, fraud, manipulation or breach of this Agreement by either party. The Indemnified Party shall (a) promptly notify the Indemnifying Party of any matters in respect of which the indemnity may apply and of which the Indemnified Party has knowledge; (b) give the Indemnifying Party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the Indemnifying Party shall not settle any such claim or action without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld or delayed); and (c) cooperate with the Indemnifying Party, at the Indemnifying Party's cost and expense in the defense or settlement thereof. Indemnified Party reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Indemnifying Party, in which event the Indemnifying Party will assist and cooperate with the Indemnified Party in asserting any available defenses.

20. DISCLAIMER OF WARRANTY. Except as explicitly set forth in Section 20, to the maximum extent permitted by applicable law, Company provides the Services on an "as is" and "as available" basis, and hereby disclaims all warranties and conditions, whether expressed, implied or statutory, including, but not limited to, any implied warranties or conditions of merchantability, fitness for a particular purpose, accuracy or completeness of responses, results, lack of negligence or lack of workmanlike effort, and non-infringement. To the fullest extent allowed by law, Member assume all risk for Member's use of the Service, including without limitation any harm caused by viruses, works or other damaging materials. In no event does Company guarantee that the Services, or any portion thereof, are accurate, error or bug free, that Member's use of the Services will be uninterrupted, or that the operation of the Services will not negatively affect other software or hardware.

21. ACKNOWLEDGMENT OF RISK. Member understands and acknowledges that real estate investing is a risky business, and many that try to become successful are not. Member understands that success varies based on Member's skills, knowledge ability, dedication, network, and financial situation. Member also understands that any testimonials or endorsements by Company's members represented on programs,



websites, advertisements, content, landing pages, sales pages or offerings have not been scientifically evaluated and that results experienced by individuals may vary. The Company is not a licensed attorney and has no financial licensing. You should always seek legal and financial advice from those licensed to do so.

22. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, in no event shall Company be liable to Member or any other person or entity (a) for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, other than amounts due and payable to Company or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party; or (b) for any claim attributable to errors, omissions or any inaccuracies in the Services or destructive properties of the Services. In no event shall the liability of Company to Member arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Member to Company for the particular Services or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Member to Company under the applicable SLA or PO), during the three (3) months immediately preceding the event giving rise to such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise.

23. **NON-SOLICITATION.** Member acknowledges that Company expends considerable effort and incurs substantial expense to build its membership base and recruit personnel. Member agrees that, during the Term of this Agreement and for one (1) year thereafter, Member shall not sell or offer any programs, products or services to any of Company's members or solicit any of Company's members to join any social network, group, or program. Member shall also not solicit the services of any personnel who was employed by or represented Company during the Term of the Agreement, directly or through another agency or service, without written permission from Company. In the event that Member breaches the obligations set forth in this Section 23, Company may immediately terminate this Agreement and all Services without refund to Member.

24. **GENERAL.** The parties agree that this Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer upon any other person or entity any remedy, claim, liability, reimbursement, cause of action or other right whatsoever. Company's entire liability under this Agreement or arising from the Services shall be subject to the limitations contained in Section 22. The parties have agreed that the limitations specified in Section 22 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose and represents an allocation of risk between the parties and is an essential and material part of this Agreement.

25. **SURVIVAL.** The rights and obligations of the parties set forth in Sections 15—20, and 22-23, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

26. **EXCUSABLE DELAYS AND FAILURES.** Company will be excused from delays in performing, or from its failure to perform, hereunder to the extent that such delays or failures result from causes beyond Company's reasonable control. Unavailability of personnel shall not be the basis for an excusable delay.

27. **INTERPRETATION.** When used in this Agreement, the singular will include the plural, and vice versa. "Including," "includes" and "include" mean, respectively, "including, without limitation," "includes, without limitation" and "include, without limitation".



28. RIGHTS AND REMEDIES. No failure or delay by any party in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Except as otherwise provided herein, the rights and remedies of the parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided under this Agreement, by law, in equity or otherwise.

29. NO AGENCY. Company and Member are not partners or joint ventures; neither party is the agent, representative or employee of the other party; and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. Company will have sole responsibility for the assignment of personnel to perform any Services.

30. NOTICES. All notices, consents and other communications required or which may be given under this Agreement will be deemed to have been duly given (a) when delivered by hand; (b) three (3) days after being mailed by registered or certified mail, return receipt requested; or (c) when received by the addressee, if sent by Federal Express or other express delivery service (receipt requested), in each case addressed to a party at its address set forth below (or to such other address(es) as such party may hereafter designate as to itself by notice to the other party hereto).

31. NO ASSIGNMENT; Successors and Assigns. Member shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 31 shall be null and void. No assignment or delegation shall relieve Member of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations in its sole discretion.

32. ENFORCEMENT; Severability. If the scope of any provision of this Agreement is too broad to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the scope may be judicially modified to the extent necessary to conform to law. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions hereof in any other jurisdiction.

33. GOVERNING LAW. This Agreement, including the performance and enforceability hereof, will be governed by and construed in accordance with the laws of the State of Texas, without reference to the principles of conflicts of law.

34. WAIVER OF JURY TRIAL. Any disputes that arise between the Parties with respect to the performance of this Agreement shall be submitted to binding arbitration. The dispute shall be resolved by an arbitrator (or arbitrators), so long as the Parties agree on an arbitrator(s) within thirty (30) days of receipt by either Party of a written demand for arbitration; however, if the Parties are unable to reach an agreement within that specified period, the matter shall be arbitrated through the American Arbitration Association under its rules and procedures in effect at the time of submission. The parties further agree that the place of the arbitration shall be Dallas County, Texas, the substantive law to be applied in the arbitration shall be the laws of the state of Texas and that all costs of said arbitration (not including the fees of each Party's counsel) shall be shared in equal amounts by the Parties. The final arbitration award shall be enforceable through the courts of the state of Texas or any state in which Member resides or is located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this Agreement shall be binding and enforceable as if this Section were not part hereof. The foregoing shall not prevent Company from seeking injunctive relief in a court of competent jurisdiction.



35. ENTIRE AGREEMENT; Amendments. This Agreement and each SLA and PO constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous proposals, communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. No course of dealing, trade customs, other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Company by any of its salesmen, employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject hereof. Any use of the phrase "this Agreement" will include each SLA and PO (unless such construction is clearly not intended). In the event of any inconsistency between the terms of this Agreement and any SLA or PO under it, the terms of any SLA or PO shall take precedence. This Agreement may not be amended or modified, nor may any right or remedy of any party be waived, unless the same is in writing and signed by a duly authorized representative of such party. The waiver by any party of the breach of any term or provision.