On-Site Software Services Terms and Conditions

F-RAMS, Inc., a Texas corporation ("Provider")

Effective Date: [_____]

These On-Site Software Services Terms and Conditions (these "Terms") govern all software installation, configuration, integration, implementation, training, support, and related professional services that Provider performs for the customer identified in the applicable Order ("Customer"), in whole or in part at Customer's premises. By signing or accepting an Order that references these Terms, or by permitting Provider to begin performing Services, Customer agrees to these Terms. Provider and Customer are each a "Party" and together the "Parties."

1. Definitions

1.1 Capitalized terms have the meanings given below or where they are first used in these Terms.

(a) "Agreement" means these Terms together with each Order and Change Order issued under them.

(b) "Change Order" means a written document signed by both Parties that modifies the scope, schedule, fees, or other terms of an Order.

(c) "Customer Environment" means all hardware, equipment, networks, servers, devices, operating systems, databases, firmware, middleware, software, cloud services, interfaces, and other technology owned, leased, licensed, controlled, or supplied by or for Customer (including by Customer's other vendors), and any configuration or customization of any of the foregoing, other than Deliverables provided by Provider.

(d) "Customer Site" means any facility, office, data center, or other location owned, leased, or controlled by Customer, its affiliates, or its end customers at which Customer requests that Provider perform Services.

(e) "Deliverables" means the reports, documentation, configurations, scripts, code, and other materials that Provider is expressly required to deliver to Customer under an Order.

(f) "Order" means a statement of work, quotation, proposal, or order form that describes Services, is accepted by both Parties, and references these Terms.

(g) "Provider Materials" means all software, tools, templates, methodologies, know-how, scripts, utilities, and other materials owned or licensed by Provider that exist before an Order or are developed independently of it, including all modifications, enhancements, and derivatives of them.

(h) "Services" means the services described in an Order, including any services performed at a Customer Site or remotely in connection with on-site work.

2. Services and Orders

2.1 **Performance.** Provider will perform the Services described in each Order in accordance with this Agreement. Each Order will identify, as applicable, the scope of Services, the Customer Site, the anticipated schedule, the Deliverables, the fees and fee basis (time and materials or fixed fee), and any Customer-specific requirements.

2.2 **Schedule.** Provider will use commercially reasonable efforts to meet any dates stated in an Order. Unless an Order expressly states that a date is binding, all dates are estimates, and Provider is not liable for delays caused by Customer, the Customer Environment, third parties under Customer's control, or events described in Section 16.

2.3 **Changes.** Either Party may request changes to an Order. No change is binding unless set out in a Change Order. Provider may adjust fees, schedule, or both to reflect any change in scope, assumptions, or the Customer Environment, and will not be obligated to perform out-of-scope work absent a Change Order.

2.4 **Order of Precedence.** If there is a conflict between these Terms and an Order, these Terms control unless the Order expressly identifies the provision of these Terms it is intended to override. Any purchase order, vendor registration form, or similar Customer document is for Customer's administrative convenience only, and any terms in it that add to or differ from this Agreement are rejected and of no effect, even if Provider signs or accepts it.

3. Site Access and Customer Responsibilities

3.1 **Access to Customer Site.** Customer will provide Provider's personnel with timely, safe, and sufficient access to each Customer Site during normal business hours and at such other times as reasonably necessary to perform the Services, including access to parking, building entry, badges or visitor passes, suitable workspace, power, telephone, and internet connectivity.

3.2 **Access to Customer Environment.** Customer will provide Provider, at no charge, with timely physical and logical access to all hardware, equipment, systems, networks, software, data, and documentation in the Customer Environment that are reasonably necessary to perform the Services, including administrator-level or other credentials, user accounts, remote access (such as VPN) where required, and any necessary third-party consents or licenses. Customer represents and warrants that it has all rights, licenses, and consents necessary to permit Provider to access, use, install on, modify, and configure the Customer Environment as contemplated by each Order.

3.3 **Cooperation and Personnel.** Customer will designate a project contact with authority to make decisions on Customer's behalf, and will make knowledgeable personnel available to answer questions, provide information, and make timely decisions and approvals.

3.4 **Environment Readiness.** Unless an Order provides otherwise, Customer is solely responsible for (a) ensuring that the Customer Environment meets any minimum specifications or prerequisites identified by Provider or by the relevant software publisher; (b) maintaining current, tested backups of all data, configurations, and systems before and during the Services; (c) the operation, maintenance, security, and support of the Customer

Environment; and (d) obtaining and maintaining all licenses for third-party software in the Customer Environment.

3.5 **Safety and Site Rules.** Customer will provide a safe working environment that complies with applicable health and safety laws and will inform Provider in advance of any hazards and of any reasonable site safety, security, and conduct rules that apply to Provider's personnel. Provider will instruct its personnel to comply with such written rules while at the Customer Site. Provider may withdraw its personnel from any Customer Site that Provider reasonably believes is unsafe, and any resulting delay will be treated as a Customer Delay.

3.6 **Customer Delays.** Provider is excused from performance to the extent it is prevented or delayed by Customer's failure to perform its obligations, by the unavailability, malfunction, or inadequacy of the Customer Environment, or by the acts or omissions of Customer's other vendors (each, a "Customer Delay"). Customer will pay, at Provider's then-current rates, for time Provider's personnel spend on standby or idle at a Customer Site because of a Customer Delay, together with any resulting re-scheduling, re-mobilization, or non-refundable travel costs.

4. Fees, Expenses, and Payment

4.1 **Fees.** Customer will pay the fees set out in each Order. Unless an Order states otherwise, time-and-materials Services are billed at Provider's then-current rates in increments of [one-quarter hour], and work performed outside normal business hours ([8:00 a.m. to 6:00 p.m.], local time, Monday through Friday, excluding holidays) or on weekends or holidays, at Customer's request, is billed at [1.5] times the applicable rate. Travel time is billed at [the applicable rate / [50]% of the applicable rate / as stated in the Order].

4.2 **Travel and Expense Reimbursement.** In addition to fees, Customer will reimburse Provider for all reasonable travel, lodging, meal, and incidental expenses actually incurred by Provider's personnel in connection with travel to, from, and between Customer Sites, including airfare (economy or coach class for domestic flights), rental cars or ground transportation, mileage for use of personal vehicles at the then-current IRS standard mileage rate, parking, tolls, lodging, and meals or a per diem allowance. Provider will (a) use commercially reasonable efforts to minimize such expenses; (b) comply with Customer's written travel and expense policy if Customer provides it to Provider before the relevant travel is booked, to the extent consistent with this Section; and (c) obtain Customer's prior approval, which may be given by email, for any single expense exceeding [$_____] or for aggregate expenses under an Order exceeding [$_____]. Expenses are billed at cost, without markup, and Provider will provide receipts or other reasonable supporting documentation upon request.

4.3 **Invoicing and Payment.** Unless an Order provides otherwise, Provider will invoice fees and expenses monthly in arrears (or, for fixed-fee Services, in accordance with the payment milestones in the Order). Customer will pay each invoice in U.S. dollars within [thirty (30)] days after the invoice date. Customer must notify Provider in writing of any good-faith dispute about an invoice within [fifteen (15)] days after the invoice date, describing the dispute in reasonable detail, and must timely pay all undisputed amounts.

4.4 **Late Payment.** Overdue amounts bear interest at the lesser of [1.5]% per month or the maximum rate permitted by law, from the due date until paid. Customer will reimburse Provider's reasonable costs of collection, including attorneys' fees. If any undisputed amount is more than [fifteen (15)] days overdue, Provider may, upon written notice, suspend performance of the Services until all overdue amounts are paid, and the schedule will be equitably adjusted.

4.5 **Taxes.** Fees and expenses exclude all sales, use, value-added, goods and services, withholding, and similar taxes, duties, and charges. Customer is responsible for all such taxes, other than taxes based on Provider's net income, property, or employees. If Customer is required by law to withhold any tax, Customer will gross up its payment so that Provider receives the amount it would have received absent the withholding.

5. Acceptance

5.1 Unless an Order specifies other acceptance criteria, each Deliverable will be deemed accepted upon the earlier of (a) Customer's written acceptance; (b) Customer's use of the Deliverable in a production environment; or (c) [five (5)] business days after delivery, unless Customer delivers to Provider within that period a written notice identifying in reasonable detail a material nonconformity of the Deliverable with the specifications in the applicable Order. Provider will use commercially reasonable efforts to correct any such reported nonconformity and resubmit the Deliverable, which will then be subject to the same acceptance procedure. Nonconformities caused by the Customer Environment are not grounds for rejection.

6. Intellectual Property

6.1 **Provider Materials.** Provider and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Provider Materials. No rights are granted to Customer except as expressly stated in this Agreement.

6.2 **Deliverables.** Subject to Customer's payment in full of all amounts due under the applicable Order, Provider grants Customer a non-exclusive, non-transferable (except under Section 17.3), perpetual license to use, copy, and modify the Deliverables, and any Provider Materials incorporated in them, solely for Customer's internal business purposes. [Alternative: Subject to payment in full, Provider assigns to Customer all right, title, and interest in Deliverables specifically identified in an Order as "Customer-Owned Deliverables," excluding any Provider Materials, which are licensed as stated above.]

6.3 **Third-Party Software.** Any third-party software that Provider installs, configures, or provides is subject solely to the license and warranty terms of its publisher. Provider grants no license to, and makes no warranty regarding, third-party software.

6.4 **Customer Materials.** Customer retains all rights in its data and materials furnished to Provider and grants Provider a non-exclusive license to use them solely to perform the Services.

6.5 **Residual Knowledge; Feedback.** Nothing in this Agreement restricts Provider from using the general skills, know-how, and experience acquired in performing the Services,

provided Provider does not disclose Customer's Confidential Information in violation of Section 8. Provider may freely use any suggestions or feedback Customer provides about Provider's services or materials.

7. Personnel and Relationship of the Parties

7.1 **Provider Personnel.** Provider will determine the personnel assigned to perform the Services and may use qualified subcontractors, remaining responsible for their performance. Provider will use reasonable efforts to honor Customer's reasonable request to replace any individual whose conduct at a Customer Site is unsatisfactory for lawful reasons.

7.2 **Independent Contractor.** Provider is an independent contractor. Provider's personnel are not employees or agents of Customer, and Provider is solely responsible for their compensation, benefits, and employment taxes. Neither Party has authority to bind the other.

7.3 **Non-Solicitation.** During the term of any Order and for [twelve (12)] months thereafter, Customer will not directly or indirectly solicit for employment or engagement any Provider employee or subcontractor who performed Services, without Provider's prior written consent. General solicitations not targeted at Provider personnel do not violate this Section. If Customer breaches this Section, Customer will pay Provider, as liquidated damages and not as a penalty, an amount equal to [fifty percent (50%)] of the individual's annualized compensation at Provider.

8. Confidentiality

8.1 **Definition.** "Confidential Information" means non-public information disclosed by one Party ("Discloser") to the other ("Recipient") that is marked or identified as confidential or that a reasonable person would understand to be confidential, including information observed at a Customer Site or within the Customer Environment and Provider's pricing and Provider Materials. Confidential Information excludes information that (a) is or becomes publicly available without Recipient's fault; (b) was known to Recipient without restriction before disclosure; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of Discloser's Confidential Information.

8.2 **Obligations.** Recipient will use Discloser's Confidential Information only to perform or receive the Services, will protect it with at least reasonable care, and will disclose it only to its and its affiliates' employees, contractors, and advisors who need to know it and are bound by confidentiality obligations at least as protective as these. Recipient may disclose Confidential Information when required by law or legal process, after giving Discloser prompt notice (where lawful) and reasonable cooperation in seeking protective treatment.

8.3 **Return.** Upon Discloser's written request after the applicable Order ends, Recipient will return or destroy Discloser's Confidential Information, except for copies retained in routine backups or as required by law, which remain subject to this Section.

9. Data and Security

9.1 Provider will comply with Customer's reasonable written information security policies provided in advance while accessing the Customer Environment, to the extent applicable to the Services. Customer will not provide Provider with access to personal information, protected health information, payment card data, or export-controlled data unless reasonably necessary for the Services and identified in the applicable Order, and the Parties will enter into any data processing or business associate agreement required by applicable law before such access. Customer is responsible for the security of the Customer Environment, including antivirus protection, firewalls, access controls, and backups.

10. Warranties and Disclaimers

10.1 **Mutual.** Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement.

10.2 **Services Warranty.** Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify Provider in writing of any breach of this warranty within [thirty (30)] days after performance of the nonconforming Services. As Customer's sole and exclusive remedy and Provider's entire liability for breach of this warranty, Provider will, at its option, re-perform the nonconforming Services or refund the fees paid for them.

10.3 **Exclusions.** The warranty in Section 10.2 does not apply to any nonconformity caused by (a) the Customer Environment; (b) Customer's failure to perform its responsibilities under Section 3; (c) modification, misuse, or operation of any Deliverable by anyone other than Provider, or contrary to Provider's instructions; (d) third-party software, hardware, or services; or (e) accident, power failure, viruses, or other causes outside Provider's reasonable control.

10.4 **Customer Environment Disclaimer. CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER ENVIRONMENT IS NOT DESIGNED, MANUFACTURED, SUPPLIED, OR CONTROLLED BY PROVIDER. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY ORDER, PROVIDER MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, AND EXPRESSLY DISCLAIMS ALL LIABILITY, REGARDING (A) THE COMPATIBILITY, INTEROPERABILITY, OR INTEGRATION OF ANY SOFTWARE, DELIVERABLE, OR SERVICE WITH, OR ITS ABILITY TO INTERACT WITH, ANY HARDWARE, SOFTWARE, SYSTEM, NETWORK, OR DATA IN THE CUSTOMER ENVIRONMENT; (B) THE PERFORMANCE, FUNCTIONALITY, OPERATION, AVAILABILITY, OR SECURITY OF THE CUSTOMER ENVIRONMENT, WHETHER BEFORE, DURING, OR AFTER THE SERVICES; OR (C) THE CONTINUED FUNCTIONING OF ANY SOFTWARE OR DELIVERABLE FOLLOWING ANY CHANGE, UPDATE, PATCH, OR UPGRADE TO THE CUSTOMER ENVIRONMENT. ANY ASSESSMENT, RECOMMENDATION, OR STATEMENT BY PROVIDER REGARDING THE CUSTOMER ENVIRONMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ANY WORK**

REQUIRED TO REMEDIATE INCOMPATIBILITIES OR DEFECTS IN THE CUSTOMER ENVIRONMENT IS OUTSIDE THE SCOPE OF THE SERVICES AND WILL BE PERFORMED ONLY UNDER A CHANGE ORDER AT PROVIDER'S THEN-CURRENT RATES. PROVIDER IS NOT RESPONSIBLE FOR ANY LOSS OR CORRUPTION OF DATA, DOWNTIME, OR DAMAGE TO THE CUSTOMER ENVIRONMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.5 **General Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTIONS 10.1 AND 10.2, PROVIDER MAKES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. PROVIDER DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLE WILL BE ERROR-FREE OR UNINTERRUPTED, OR WILL ACHIEVE ANY PARTICULAR RESULT.**

11. Indemnification

11.1 **By Provider.** Provider will defend Customer against any third-party claim alleging (a) bodily injury, death, or damage to tangible property to the extent caused by the negligence or willful misconduct of Provider's personnel while at a Customer Site; or (b) that a Deliverable, excluding third-party software and any Customer-supplied materials, infringes a U.S. patent, copyright, or trademark or misappropriates a trade secret, and will pay any damages finally awarded or agreed in settlement. Provider has no obligation under clause (b) for claims arising from modifications not made by Provider, combination with items not supplied by Provider (including the Customer Environment), or use contrary to this Agreement. If a Deliverable becomes or is likely to become subject to an infringement claim, Provider may procure the right for Customer to continue using it, modify or replace it to be non-infringing, or, if neither is commercially reasonable, require its return and refund the fees paid for it. This Section 11.1 states Provider's entire liability and Customer's exclusive remedy for infringement claims.

11.2 **By Customer.** Customer will defend Provider and its personnel against any third-party claim arising from (a) the Customer Environment, Customer's data or materials, or Customer's instructions to Provider; (b) Customer's breach of its representation in Section 3.2; (c) bodily injury, death, or damage to tangible property to the extent caused by unsafe conditions at a Customer Site or the negligence or willful misconduct of Customer's personnel; or (d) Customer's violation of applicable law, and will pay any damages finally awarded or agreed in settlement.

11.3 **Procedure.** The indemnified Party will give the indemnifying Party prompt written notice of the claim (provided that delay relieves the indemnifying Party only to the extent prejudiced), sole control of its defense and settlement (except that no settlement imposing non-monetary obligations on the indemnified Party may be made without its consent, not

to be unreasonably withheld), and reasonable cooperation at the indemnifying Party's expense.

12. Limitation of Liability

12.1 **Exclusion of Damages. EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

12.2 **Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID AND PAYABLE TO PROVIDER UNDER THE ORDER GIVING RISE TO THE CLAIM DURING THE [TWELVE (12)] MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.**

12.3 **Excluded Claims.** "Excluded Claims" means (a) Customer's obligations to pay fees and expenses; (b) a Party's indemnification obligations under Section 11; (c) a Party's breach of Section 8 (excluding claims relating to data in the Customer Environment, which are subject to the cap in Section 12.2); (d) Customer's breach of Section 6 or Section 7.3; and (e) liability for gross negligence, willful misconduct, or fraud, or that cannot be limited under applicable law.

12.4 **Basis of the Bargain.** The Parties agree that the limitations and disclaimers in Sections 10 and 12 are an essential basis of the bargain and reflect an allocation of risk reflected in the fees, and that they apply even if any limited remedy fails of its essential purpose.

13. Insurance

13.1 During the performance of Services at any Customer Site, Provider will maintain, with insurers rated A- or better by A.M. Best, (a) commercial general liability insurance of at least [$1,000,000] per occurrence; (b) workers' compensation insurance as required by law and employer's liability insurance of at least [$1,000,000]; (c) automobile liability insurance of at least [$1,000,000] combined single limit; and (d) technology errors and omissions insurance of at least [$_____] per claim. Provider will provide certificates of insurance upon Customer's reasonable request.

14. Term and Termination

14.1 **Term.** These Terms remain in effect until terminated under this Section. Each Order remains in effect until the Services under it are completed or the Order is terminated.

14.2 **Termination for Convenience.** Either Party may terminate an Order for convenience upon [thirty (30)] days' written notice to the other Party. If Customer cancels or reschedules on-

site Services less than [ten (10)] business days before their scheduled start, Customer will pay a cancellation fee of [__]% of the fees for the affected scheduled days, plus any non-refundable travel expenses already incurred.

14.3 **Termination for Cause.** Either Party may terminate this Agreement or any Order upon written notice if the other Party (a) materially breaches this Agreement and fails to cure the breach within [thirty (30)] days after receiving written notice describing it (or [ten (10)] days for non-payment); or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings that are not dismissed within [sixty (60)] days.

14.4 **Effect of Termination.** Upon any termination or expiration, Customer will pay Provider for all Services performed and expenses incurred through the effective date of termination, plus any non-cancelable commitments made by Provider on Customer's behalf, and Provider will deliver to Customer any completed or partially completed Deliverables that have been paid for. Termination of these Terms does not affect any Order then in effect, which will continue to be governed by these Terms unless also terminated.

14.5 **Survival.** Sections 1, 4 (as to amounts accrued), 6, 7.3, 8, 10.3 through 10.5, 11, 12, 14.4, 14.5, and 17, and any other provisions that by their nature are intended to survive, survive termination or expiration.

15. Compliance

15.1 Each Party will comply with all laws applicable to its performance under this Agreement, including anti-corruption and export control laws. Customer is responsible for determining whether any Deliverable is suitable for Customer's regulatory requirements. Customer will obtain any permits, approvals, or authorizations required for Provider to work at a Customer Site.

16. Force Majeure

16.1 Neither Party is liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, fire, flood, severe weather, epidemic or pandemic, government orders, travel restrictions, war, terrorism, civil unrest, labor disputes (other than of the affected Party's own workforce), utility or internet failures, or failures of third-party carriers. The affected Party will promptly notify the other and use reasonable efforts to resume performance. Customer will reimburse non-refundable travel expenses incurred by Provider before a force majeure event affecting scheduled on-site Services.

17. General

17.1 **Governing Law; Venue.** This Agreement is governed by the laws of the State of Texas, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted in any jurisdiction) do not apply. Each Party submits to the exclusive jurisdiction of the state and federal courts located in Williamson County, Texas

for any action arising out of or relating to this Agreement, except that either Party may seek injunctive relief in any court of competent jurisdiction.

17.2 **Notices.** Notices under this Agreement must be in writing and delivered by hand, by nationally recognized overnight courier, or by certified mail (return receipt requested) to the addresses set out in the applicable Order (or as updated by notice), with a copy by email. Notices are effective upon receipt. Routine operational communications, including expense approvals under Section 4.2, may be given by email.

17.3 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, except that either Party may assign it without consent to an affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets or business to which this Agreement relates. Any other attempted assignment is void. This Agreement binds and benefits the Parties and their permitted successors and assigns.

17.4 **Entire Agreement; Amendment.** This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous proposals, understandings, and agreements. This Agreement may be amended only by a writing signed by both Parties.

17.5 **Severability; Waiver.** If any provision is held unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in effect. No waiver is effective unless in writing, and no failure or delay in exercising any right operates as a waiver.

17.6 **Equitable Relief.** Each Party acknowledges that a breach of Section 6 or Section 8 may cause irreparable harm for which monetary damages would be inadequate, and that the non-breaching Party may seek injunctive relief without posting bond.

17.7 **No Third-Party Beneficiaries.** Except for the indemnified persons under Section 11, there are no third-party beneficiaries of this Agreement.

17.8 **Publicity.** Neither Party will use the other's name or marks in publicity without prior written consent, except that Provider may identify Customer as a customer in customer lists.

17.9 **Counterparts; Electronic Signatures.** Orders and Change Orders may be executed in counterparts, and electronic signatures and electronically transmitted copies are deemed originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

F-RAMS, INC.	**[CUSTOMER LEGAL NAME]**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date: _____	Date: _____