

Maintenance and Support Agreement for

CUSTOMER

Our service commitment is to enable you to work efficiently with the product you have chosen and to gain maximum benefit from it



MPDV Service Offer

for . . .

the merit of technology lies in its application. By buying our products, you have purchased high-quality but also complex software modules.

Correct handling of the investment has to be ensured to achieve the objective of your investment – more transparency and increased efficiency.

This is where our service concept starts.

our experience . . .

skilled experts render effective support for your HYDRA system!

. . . practically speaking

a task only becomes a problem when necessary information is not available. Even the best training or long user experience cannot guarantee to really exploit all system options in full.

Our **Hotline Service** is – along with user support – the first level of our special offer. Especially trained employees take charge of your problems.

The Hotline Service is especially effective if the MPDV Remote Diagnosis feature is installed. In this case, our specialists directly log on to your system. Thus, they can analyze HYDRA with current data and solve the problem.

. . . used to your advantage

your employees gain time to focus on your company's needs.

Our service commitment is to enable you to work effectively with the product you have chosen and to gain maximum benefit from it.

Service Contract No.

between

and

MPDV USA, Inc.

Orland Park, IL 60462

- in the following referred to as **customer** -

- in the following referred to as **MPDV** -

MPDV USA, Inc., 10720 W 143rd Street, Orland Park, IL 60462

MAINTENANCE AND SUPPORT AGREEMENT

This Maintenance and Support Agreement (this “**Agreement**”) is entered into as of **xxxx** x, 20**xx**, (the “**Effective Date**”) by and between MPDV USA, Inc., with principal offices at 10720 W. 143rd Street, Suite 20, Orland Park, IL 60462 (“**MPDV**”), and **xxxx**, with principal offices at **xxxx** (“**Customer**”).

1. Software

Customer has licensed certain software from MPDV, that is either standard MPDV software (collectively, the “**Software**”) or custom software developed specifically for Customer, sometimes referred to by MPDV as “adaptations” (collectively, the “**Custom Software**”), as specified in Exhibit(s), as such exhibit may be amended from time to time in accordance with the terms of this Agreement. The Software and the Custom Software are collectively referred to in this Agreement as the “**Supported Software**”.

2. Maintenance and Support

2.1. Maintenance and Support. During the term of this Agreement, subject to Customer’s compliance with the terms of this Agreement and payment of the Support Fee (as defined below), MPDV shall provide Customer with all Updates to the Software (“**Maintenance**”) and MPDV shall use its best efforts to provide Support (as defined below) for the Software and the Custom Software. “**Update**” means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that is made available free of charge to MPDV’s customers that have contracted for Maintenance. “**Support**” shall include: (a) clarification of the functions and features of the Supported Software; (b) clarification of the Software documentation; (c) guidance in resolving problems encountered by Customer in using the Supported Software; (d) assistance in resolving system configuration problems; and (e) the correction of an error in the Supported Software that has been verified by MPDV, or the development of a reasonable workaround, that restores the Supported Software to an operative condition (“**Error Correction**”), excluding, however, any modification or addition to Customer’s system. Support is not intended to and cannot replace user training and Software introduction programs. Customer shall be responsible for incorporating Updates into the Software and implementing all Support recommendations; however, MPDV shall, at no additional charge to Customer, provide reasonable telephone and/or email assistance at Customer’s request.

2.2. Support Requests. To receive Support, Customer must contact MPDV’s support personnel during the hours of 8:00 AM - 5:00 PM Central Standard Time Monday through Friday, by email, letter, fax or telephone and provide a detailed, written description of the problem. MPDV shall use its best efforts to respond promptly to each Support request, subject to the availability of suitable personnel, who are assigned to problems based on their severity level (see below).

2.3. Error Severity Levels. All errors reported to MPDV by Customer shall be assigned a severity level by MPDV, as follows:

- a. “**Severe Error**” (MPDV category “**RED**”) means any demonstrable error in the Supported Software that: (i) causes the Software to have a significant loss of utility of intended function as set forth in its documentation or causes any Custom Software that is integral to the operation of the system to have a significant loss of utility of intended function as set forth in its requirements specifications; (ii) causes or is likely to cause data to be lost or destroyed; or (iii) prevents the Software or any Custom Software that

is integral to the operation of the system from being installed or executed on the properly configured system.

- b. **“Moderate Error” (MPDV category “BLUE”)** means any demonstrable error in the Supported Software that: (i) causes the Supported Software to operate improperly; or (ii) produces results materially different from those described in the Software documentation or Custom Software requirements specifications, as applicable, but which error does not rise to the level of a Severe Error.
- c. **“Minor Error” (MPDV category “GREEN”)** means any demonstrable error in the Supported Software that: (i) causes a function to not execute as documented in the Software documentation or Custom Software requirements specifications without a significant loss of utility of intended functionality; or (ii) disables one or more nonessential functions.

2.4. Support Services. Support shall be provided by electronic communications or telephone unless MPDV reasonably determines that on-site Support is required to resolve the problem. Customer shall reimburse MPDV for all expenses incurred by MPDV in providing on-site Support, including, without limitation, travel, accommodations and meals. Reimbursement of such expenses shall be made in accordance with MPDV’s most recent expense policy.

2.5. Remote Diagnosis Facility. If Customer elects to implement MPDV’s remote diagnosis facility, MPDV’s specialists can log into Customer’s system after Customer’s authorization and can analyze the problem directly, using Customer’s implementation of the Supported Software and Customer’s current data. In order for MPDV to be able to provide its remote diagnosis service, Customer must purchase from MPDV the required remote diagnosis hardware and remote diagnosis software license and install the hardware and software at Customer’s site. Support of such hardware and software is included in the Support provided under this Agreement. After the remote diagnosis facility has been installed, each time Customer desires to use it Customer must establish the MPDV Support connection by telephone and then coordinate activation of the remote diagnosis facility with MPDV’s support personnel. The remote diagnosis facility is intended for use solely by Customer and it is Customer’s responsibility to monitor and control access to and use of the remote diagnosis facility by Customer’s employees and any other persons on Customer’s premises or using Customer’s information systems. Customer is solely responsible for all use of the remote diagnosis facility by Customer’s employees and anyone else who obtains access to it through Customer and the compliance of Customer’s employees with the terms and conditions of this Agreement. Customer shall promptly inform MPDV of any unauthorized use of the remote diagnosis facility and MPDV is not liable for any harm arising from or related to any unauthorized use of the remote diagnosis facility.

2.6. Product Lifecycle. MPDV will issue a document to Customer on a regular basis which describes maintenance phases of the Software (“**Product Lifecycle Matrix**”). Additionally, MPDV will make the Product Lifecycle Matrix available to Customer upon request. The Product Lifecycle Matrix is part of this Agreement.

3. Eligibility for Maintenance and Support. Maintenance and Support will not include services requested as a result of, or with respect to, the following, and any services requested as a result thereof will be billed to Customer at MPDV’s then-current rates:

3.1. accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by MPDV;

operation of the Software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.2. improper installation by Customer or use of the Supported Software that deviates from any operating procedures established by MPDV in the applicable documentation;

3.3. implementation of the Supported Software on a system that does not meet the applicable technical requirements specified in MPDV's Technical Requirements Document, a copy of which has been provided to Customer;

3.4. modification, alteration or addition or attempted modification, alteration or addition of the Supported Software undertaken by persons other than MPDV or MPDV's authorized representatives, except as expressly agreed in writing by Customer and MPDV; or

3.5. software or technology of any party other than MPDV (provided, however, that the foregoing will not exclude MPDV's obligations to provide services related to compatibility of the Software with software or hardware expressly approved by MPDV for use with the Software).

4. Responsibilities of Customer. MPDV's obligations hereunder are subject to the following:

4.1. Customer shall provide MPDV with access to Customer's personnel and system during Customer's normal business hours. If there is a "Severe Error", MPDV would require access in order to be able to fix the problem. If the remote diagnosis facility is implemented by Customer, this access must include the ability to access the system on which the Software is operating and to obtain the same access to the system as those of Customer's employees having the highest privilege or clearance level.

4.2. Customer shall provide supervision, control and management of the use of the Software. In addition, Customer shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or the system.

4.3. Customer shall not direct MPDV's personnel while they are on Customer's site and shall provide them with a suitable working environment, including Internet access and office space.

4.4. Customer shall document and promptly report all errors or malfunctions of the Software to MPDV. Customer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from MPDV.

4.5. Customer shall maintain a current backup copy of all programs and data.

4.6. Customer shall make timely payment of the Support Fees.

4.7. Customer shall properly train its personnel in the use and application of the Software and the system on which it is used.

5. Maintenance and Support Fees; Payment Terms.

5.1. Support Fee. MPDV shall invoice Customer yearly in advance for the Maintenance and Support fees (collectively, the “**Support Fee**”). Except as otherwise indicated on Exhibit(s), or agreed in writing by the parties, the amount of the annual Support Fee shall equal fourteen and four-tenths percent (14.4%) of the listed prices of the Software licensed and implemented by Customer (determined at the time of purchase), plus the total Support fees for the Custom Software, as specified in Exhibit(s), as such exhibit may be amended from time to time in accordance with the terms of this Agreement. The first Support Fee shall be calculated pro rata temporis for the period that begins upon the later of (a) the execution of this Agreement and (b) go-live in production, which shall be the first date on which any of the Supported Software is used by the Customer in production (the “**Go-Live Date**”), and ends on the last day of that calendar year. The Support Fee is due and payable in full no later than thirty (30) days after the date of MPDV’s invoice. The Support Fee may be modified by MPDV by written notice to Customer if additional Software or additional Custom Software is installed. If Customer elects not to renew Maintenance and Support, Customer may re-enroll only upon payment of the annual Support Fee for the coming year and all Support Fees that would have been paid had Customer not terminated Maintenance and Support. If Customer fails to pay any amounts when due, Customer shall pay an interest charge equal to the lower of one and one-half percent (1.5%) per month or the maximum legal rate on the overdue amount from the due date until the date of payment, plus MPDV’s reasonable costs of collection, including, without limitation, reasonable attorneys’ fees.

5.2. Additional Software. If Customer licenses additional or modified software modules or programs from MPDV or has MPDV develop additional custom software, such software automatically shall be added to the Supported Software listed in the Exhibit(s) and the Support Fee shall correspondingly increase. For the term in which such Supported Software is delivered, Customer shall pay the amount of the Support Fee attributable to the added Supported Software in accordance with Section 5.1 above, which amount shall be calculated pro rata temporis for the period that begins upon delivery of the added Supported Software and ends on the last day of the then-current term of this Agreement.

5.3. Version Upgrade. Customer can elect to include the right to receive the next consecutive version of the Software at no additional cost if Customer agrees to pay an annual premium of six percent (6%) in addition to the Support Fee. In the event Customer fails to pay this premium during any one-year period, Customer waives the right to the upgrade, must pay full price for any future upgrade, and Customer will be deemed to have forfeited all prior premiums paid. Should Customer elects to include this right at a later date, Customer must pay the additional six percent (6%) premium for each year Customer has used the Software.

5.4. Right of Offset. Notwithstanding any other provision herein to the contrary, MPDV shall be entitled to first offset Customer’s payments against the initial cost, second, against the interest and third against the initial claim plus interest. Further, MPDV may offset payments against the oldest existing claim.

5.5. Taxes. Customer is responsible for the payment of all taxes that now or in the future may be associated with this Agreement or the Maintenance or Support or other services provided under this Agreement (other than taxes based on MPDV’s net income). If MPDV is required to pay any such taxes directly, Customer shall, upon receipt of MPDV’s notice, reimburse MPDV for such amount.

6. Term and Termination.

6.1. Term. The term of this Agreement shall begin on the signature date of the last party to execute this Agreement and shall continue until the end of the following calendar year. UNLESS EARLIER TERMINATED PURSUANT TO THIS SECTION 6, THIS AGREEMENT WILL BE AUTOMATICALLY RENEWED AT THE END OF THE INITIAL AND EACH SUBSEQUENT TERM, FOR CONSECUTIVE ONE (1) YEAR TERMS, UNLESS EITHER PARTY PROVIDES SIXTY (60) DAYS' WRITTEN NOTICE OF TERMINATION PRIOR TO THE END OF THE THEN-CURRENT TERM.

6.2. Termination. If either party is in material breach of any material provision of this Agreement and does not, within thirty (30) days of written notice of such breach, cure such breach or take steps to prevent a similar breach from occurring in the future, then the other party will have the option to terminate this Agreement, effective upon written notice.

6.3. Termination for Bankruptcy. In the event that either party is adjudicated insolvent, consents or acquiesces to the appointment of a receiver or liquidator, takes any step towards dissolution or liquidation, voluntarily or involuntarily becomes a debtor subject to proceedings under the U.S. Bankruptcy Code, or ceases to do business, the other party will have the right to act as if such party has failed to cure a material breach of its obligations.

6.4. Termination by MPDV. MPDV also has the right to terminate this Agreement effective as of the date specified in a notice of termination to Customer in the event of: (a) reasonable doubt concerning Customer's ability to fulfill its obligations under this Agreement, including, but not limited to, credit issues and late or missed payments; or (b) Supported Software or a part of the Support Software is beyond the Extended Maintenance period, as specified in the latest Product Lifecycle Matrix document; or (c) acts of God preventing MPDV from meeting its obligations under this Agreement.

7. Warranties

7.1. MPDV Warranties. MPDV represents and warrants that the services performed under this Agreement will (i) be performed in a professional and workmanlike manner, and (ii) conform to or exceed standards generally observed in the industry for similar services. The foregoing warranty and MPDV's obligations under this Section shall expire three (3) months after performance of the service. Customer must notify MPDV in writing immediately after it discovers any defect in the services and provide a detailed description of the defect(s). If Customer fails to notify MPDV of a defective service, this warranty shall be void with respect to such service. Upon receipt of timely notice of a defective service, MPDV's sole obligation under this warranty is to perform the service again or provide a substitution. If MPDV finds that corrective action is not possible, MPDV shall inform Customer and work with Customer to find a mutually agreeable solution.

7.2. Disclaimers. EXCEPT AS EXPRESSLY STATED HEREIN, MPDV DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO ALL SERVICES AND ALL ERROR CORRECTIONS AND UPDATES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM OR PRIOR ORAL OR WRITTEN STATEMENTS MADE BY MPDV, ITS REPRESENTATIVES, THIRD PARTIES OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, MPDV DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SUPPORTED SOFTWARE, THAT MPDV WILL CORRECT ALL DEFECTS OR THAT INSTALLATION OR OPERATION OF THE SUPPORTED SOFTWARE WILL NOT AFFECT OTHER SOFTWARE, HARDWARE OR SYSTEMS OF CUSTOMER OR THAT MPDV'S RESPONSES TO QUESTIONS ABOUT THE SUPPORTED SOFTWARE WILL BE ACCURATE,

TIMELY OR RESOLVE ANY PROBLEMS WITH THE SUPPORTED SOFTWARE EXPERIENCED BY CUSTOMER.

8. Limitation of Liability

MPDV AND ITS PERSONNEL AND AGENTS SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT OR INCIDENTAL DAMAGES RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF MPDV AND ITS PERSONNEL AND AGENTS FOR DIRECT DAMAGES IS LIMITED TO THE TOTAL AMOUNT PAID TO MPDV UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT THAT GAVE RISE TO THE CLAIM. FURTHER, MPDV SHALL HAVE NO LIABILITY TO ANY THIRD PARTY. Even if the laws of any country in which Customer is located or incorporated prohibits the exclusion of incidental or consequential damages, Customer hereby expressly agrees to the exclusion of such damages as stated above. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, LIABILITY FOR DATA LOSSES SHALL BE LIMITED TO THE TYPICAL EXPENSES FOR RECOVERY THAT WOULD HAVE BEEN INCURRED IF BACKUP COPIES OF THE DATA HAD BEEN MADE ON A REGULAR AND TIMELY BASIS IN A MANNER APPROPRIATE FOR THE RISK LEVEL.

9. Indemnification

Customer will indemnify, defend, and hold harmless MPDV from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Supported Software by you in a manner not expressly described or permitted by this Agreement, (ii) use of the Supported Software by Customer in any unlawful manner or for any unlawful purpose, or (iii) breach or alleged breach of this Agreement by Customer or its personnel.

10. Notice

Any formal notice or other significant communication given pursuant to this Agreement must be in writing and shall be deemed to have been received either (a) upon personal delivery (or refusal thereof) to the party for whom intended, (b) on the date receipt is confirmed by any courier service used for its delivery or (c) on the date of receipt appearing on the return receipt card following the deposit of the same into the United States mail (certified mail, return receipt requested), in each case addressed to such party at the address set forth above. Either party may designate a different address by notice to the other given in accordance herewith.

11. Confidentiality

11.1. Confidential Information. When used in this Agreement, the term "**Confidential Information**" will mean information learned by either party (the "**Receiving Party**") in the course of performing or preparing to perform its obligations under this Agreement, whether such information is oral or written, that: (a) is proprietary to the party who disclosed it (the "**Disclosing Party**"), including, without limitation, the Disclosing Party's intellectual property, technology, financial information, business practices and policies, customer information and lists of customers or prospective customers; or (b) is either designated as confidential information by the Disclosing Party or, under the circumstances of the disclosure, ought to be treated as confidential and is not generally known other than by the Disclosing Party, whether or not such information is owned by the Disclosing Party. The terms and conditions of

this Agreement are Confidential Information of both parties. Customer acknowledges that the capabilities, technical descriptions, object code and source code (if any) relating to the Supported Software are the Confidential Information of MPDV.

Confidential Information does not include information that: (a) was known by the Receiving Party at the time of receipt from the Disclosing Party and is not subject to any other non-disclosure agreement between the parties; (b) is, or hereafter becomes, generally known to the public through no fault of the Receiving Party; (c) was independently developed by the Receiving Party without reference to Confidential Information; or (d) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information.

11.2. Disclosure and Use Restrictions. Except as otherwise provided herein, each party will: (a) retain in confidence all Confidential Information of the Disclosing Party, using at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection; (b) use and disclose such Confidential Information only in the course of performing its obligations pursuant to this Agreement; and (c) disclose such Confidential Information within its organization only to those of its employees or subcontractors who need to know it to perform the obligations of the Receiving Party and have a legal duty to protect it comparable to that of the Receiving Party.

Notwithstanding the restrictions of this Section 11.2, the Receiving Party will be free to use ideas, concepts, know-how and techniques related to the scope of the Receiving Party's business and used in the course of providing its services. Further, it will not be a violation by either party of this Section 11.2 to disclose any information required to be disclosed by law or legal process. However, the Receiving Party will (a) promptly notify the Disclosing Party of the disclosure request, and (b) at the Disclosing Party's request, provide reasonable assistance in any effort by the Disclosing Party to prevent or limit such disclosure.

11.3. Injunctive Relief. Each party recognizes and acknowledges that any use or disclosure of the Confidential Information of the other party in a manner inconsistent with the provisions of this Agreement may cause the other party irreparable damage for which remedies at law may be inadequate and each party agrees that in any request to a court of competent jurisdiction by the Disclosing Party for injunctive or other equitable relief seeking to restrain such use or disclosure, the Receiving Party will not maintain that such remedy is not appropriate under the circumstances.

11.4. Period of Limitation. The parties' obligations under this Section 11 will continue and must be maintained from the Effective Date until the termination of this Agreement, and, in addition, (a) with respect to trade secrets, at any and all times after termination of the relationship between the parties during which such trade secrets retain their status as such under applicable law and (b) with respect to Confidential Information, for a period equal to the shorter of five (5) years after termination of the parties' relationship, or until such Confidential Information no longer qualifies as such under applicable law.

11.5. Return of Confidential Information. Upon termination of this Agreement, each party must destroy or return to the other party the other party's Confidential Information in any tangible form whatsoever and all copies thereof, unless it is expressly authorized to use such Confidential Information by the Disclosing Party or unless required by law or governmental regulations to retain such Confidential Information, in which case it shall be retained in compliance with the restrictions of this Section 11.

12. Miscellaneous

12.1. Assignment. The assignment by either party of any of its rights or obligations under this Agreement requires the prior written consent of the other party. Any assignment attempted in violation of this Section 12.1 shall be void and without effect.

12.2. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including, without limitation, failures of computers, computer-related equipment, hardware or software.

12.3. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be modified to the minimum extent necessary to achieve the purpose originally intended, if possible, and the remaining provisions of this Agreement shall remain in full force and effect and enforceable.

12.4. Survival of Rights and Obligations. All Sections which by their nature are meant to survive this Agreement shall survive expiration or termination of this Agreement.

12.5. Forum and Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions, and both parties consent to the jurisdiction and venue of the state and federal courts in the State of Illinois. In any action to enforce this Agreement the prevailing party (as specifically determined by the court) will be entitled to recover its costs, including reasonable attorneys' fees.

12.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart.

12.7. Independent Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Customer and MPDV. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of, or contractually bind or commit, the other party and their status with respect to one another is that of independent contractors.

12.8. No Third Party Beneficiary. Except for the rights of MPDV's licensors with respect to their proprietary materials, nothing contained in this Agreement will be deemed to create, or be construed as creating, any third party beneficiary right of action upon any third party or entity whatsoever, in any manner whatsoever.

12.9. Non-Solicitation. Except as otherwise provided herein, during the term of this Agreement and for one (1) year thereafter, neither party knowingly will solicit for employment any person who during the previous twelve (12) months was (a) an employee of the other party and (b) directly involved in activities related to the Software, Custom Software or the Services, without the prior written consent of the other party. This Section 12.9 does not prohibit any party from hiring personnel of the other party who respond to general recruiting efforts not targeting the other party or from hiring the other party's personnel who make unsolicited inquiries about employment.

12.10. Dispute Resolution. The parties will apply good faith efforts to work toward the resolution of all disputes arising out of or relating to this Agreement.

12.11. Entire Agreement; Waiver. This Agreement contains the entire understanding of the parties with regard to the subject matter contained herein. The parties may, by mutual agreement in writing, amend, modify and supplement this Agreement. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach, nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have entered into this Agreement as of the date first written above.

Customer

MPDV USA, Inc.

Customer Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____