

Lunaphore Horizon™ End-User License Agreement

BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE (AS DEFINED BELOW), OR PLACING A PURCHASE ORDER FOR THE SOFTWARE, YOU OR THE ENTITY YOU ARE BINDING (“CUSTOMER”) ARE ACCEPTING AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW (THIS “AGREEMENT”). THIS AGREEMENT REPRESENTS A BINDING CONTRACT BETWEEN CUSTOMER AND LUNAPHORE, TECHNOLOGIES, S.A., A COMPANY INCORPORATED IN SWITZERLAND, WITH HEADQUARTERS AT ROUTE DE LULLY 5C, 1131 TOLOCHENAZ, SWITZERLAND, DULY REGISTERED WITHIN THE COMMERCIAL REGISTER OF THE CANTON OF VAUD UNDER REGISTRATION NO. CHE-213.835.541, TOGETHER WITH ITS AFFILIATES (“LUNAPHORE”). THIS AGREEMENT IS ENTERED BY BOTH PARTIES FOR CUSTOMER’S USE OF THE LUNAPHORE HORIZON™ SOFTWARE (INCLUDING VIEWER VERSION), TOGETHER WITH ANY PUBLISHED USER GUIDE AND/OR TECHNICAL MANUAL FOR THE SOFTWARE (THE “SOFTWARE”). IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE.

RESTRICTED ACCESS TO THE SOFTWARE IS PROVIDED TO CUSTOMER SOLELY FOR THE PURPOSE OF PRODUCT EVALUATION OR TRAINING USE WITH THE ASSOCIATED LUNAPHORE HORIZON™ PRODUCTS (THE “LUNAPHORE HORIZON PRODUCTS”). THIS SOFTWARE IS FOR RESEARCH USE ONLY. NOT FOR USE IN DIAGNOSTIC PROCEDURES OR FOR THERAPEUTIC PURPOSES.

THIS AGREEMENT CONTAINS LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTY, AND OTHER IMPORTANT TERMS. PLEASE READ IT CAREFULLY BEFORE PROCEEDING.

IF CUSTOMER IS ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF CUSTOMER’S EMPLOYMENT OR CONTRACT WITH AN ENTITY (E.G., A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP), (A) CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT, AND (B) “CUSTOMER,” AS USED IN THIS AGREEMENT, REFERS TO YOU AND THAT ENTITY.

TO THE EXTENT CUSTOMER PROVIDES ANY PERSONAL INFORMATION TO LUNAPHORE IN CONNECTION WITH ITS USE OF THE SOFTWARE, SUCH PERSONAL INFORMATION AND CUSTOMER’S USE OF THE SOFTWARE WILL ALSO BE SUBJECT TO THE PRIVACY POLICY AVAILABLE ON LUNAPHORE’S WEBSITE AT WWW.LUNAPHORE.COM (“PRIVACY POLICY”), WHICH EXPLAINS HOW LUNAPHORE WILL HANDLE SUCH PERSONAL INFORMATION THAT CUSTOMER PROVIDES, IF ANY, THROUGH CUSTOMER’S USE OF THE SOFTWARE. THE PRIVACY POLICY AND ANY POSTED TERMS OR GUIDELINES OR LEGAL DISCLAIMERS IN ANY PURCHASE ORDER ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

- 1. License and Restrictions of Use.** Subject to the terms and conditions of this Agreement and for as long as Customer remains a purchaser of the Lunaphore Horizon Products, Lunaphore grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to download, install, execute, access and use the Software in machine readable format solely for internal use and to display, analyze and otherwise manipulate data generated by the use of the Lunaphore Horizon Products and the Software subject to the restrictions and obligations set forth in this Agreement. Customer shall not, and shall not permit any third party to: (a) alter, disassemble, decompile, prepare derivative works of, copy, modify, reverse engineer, re-transmit, or otherwise attempt to gain access to the source code of any component of the Software; (b) lease, license, sublicense, rent, transfer, publish, disclose, display, sell, or otherwise make available any component of the Software to others; (c) remove, obscure, or alter any text, copyright, or other proprietary notices contained in the Software; (d) use the Software with third party products or data from third party products other than the Lunaphore Horizon Products or third party software provided with the Software; (e) build or benchmark a competitive product, software, or service, or copy or imitate part or all of the

design, layout, features, functions, graphics or look-and-feel of the Software, which are protected by Intellectual Property Rights; (f) engage in activity that is illegal, fraudulent, false, or misleading, or use the Software in violation of any other policy, regulation, rule, or applicable law; (g) distribute, sell, rent, lease, or use the Software for time sharing, service bureau, hosting, Software provider, or like purposes without the prior written consent of Lunaphore; or (i) use the Software to process protected health information. Customer agrees to comply fully with all export laws and restrictions, regulations, and rules of the United States or applicable foreign agencies or authorities, and not to export or re-export the Software in violation thereof. USE OF THE SOFTWARE BY ITSELF OR WITH THE LUNAPHORE HORIZON PRODUCTS OR ANY THIRD PARTY PRODUCTS FOR DIAGNOSTIC OR THERAPEUTIC PURPOSES OR PROCEDURES IS STRICTLY PROHIBITED AND CUSTOMER AGREES NOT TO DO SO. Customer agrees to promptly report to Lunaphore any violations of these provisions by Customer of which Customer is aware.

2. **Delivery.** Customer may obtain the Software and any supporting documentation via electronic download, subject to Lunaphore's receipt of any required documentation, including any required export and import permits. The Software shall be considered as delivered on the date that Lunaphore provides instructions for downloading the Software to Customer. Thereafter, Customer shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies as permitted in this Agreement. Customer will be the importer of record for the Software.
3. **Authorized User.** Customer represents and warrants that (i) it is a purchaser of the Lunaphore Horizon Products; (ii) it will, and will cause its authorized users to, only use the Software in connection with Lunaphore Horizon Products; and (iii) it will, if applicable, comply with all restrictions on use stipulated by Lunaphore with respect to the Software, including any limitations on the number of authorized users of the Software. Customer may make a reasonable number of copies of the Software in machine-readable form solely for archive or backup purposes in accordance with Customer's standard archive or backup policies and procedures.
4. **Customer Data.** Customer represents and warrants that (a) it possesses all necessary rights in the information and data that will be processed using the Software ("**Customer Data**"); and (b) Customer Data does not infringe upon, misappropriate, or otherwise violate any third party's Intellectual Property Rights, privacy rights or other rights.

Lunaphore is not responsible for the accuracy, completeness or integrity of Customer Data. Lunaphore does not warrant the accuracy or completeness of data in reports generated using Customer Data, and Customer is solely responsible for data validation in any reports designed or generated by Customer using the Software. LUNAPHORE EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR THE RESULTS OBTAINED THROUGH REPORTS DESIGNED OR GENERATED BY CUSTOMER USING THE SOFTWARE'S REPORTING FUNCTIONALITIES.

For the sole purpose of enabling Lunaphore to provide Customer with the Software and to perform any maintenance, support or professional services provided by Lunaphore, Customer grants to Lunaphore the right to use, process, transmit, host, copy, and display any Customer Data in accordance with this Agreement.

5. **Security.** Customer will implement commercially reasonable technical, administrative, organizational, and physical measures, reasonable security practices and procedures, and industry best practices to secure, protect, and prevent unauthorized access to the Software. Customer is solely responsible for the security of its own computer systems and the security of its access to and use of the Software. In the event Customer makes the Software available to any unauthorized third party, Customer shall be solely liable for all actions taken by such third party.

6. **Included Third Party Software.** This Software uses third party software components that are each subject to their own license terms. Copies of those licenses are included with the Software installation folder. Please consult those licenses for additional information concerning these third-party terms applicable to those components.
7. **Ownership.** Except for the limited right to download, install, access and use the Software granted herein, as between Lunaphore and Customer, Lunaphore retains all right, title and interest in the Software and all Intellectual Property Rights (as defined below) embodied therein. Except as expressly provided in this Agreement, Lunaphore does not grant any express or implied rights to use the Software. The Software is licensed and not sold. Customer will not remove or alter any copyright or proprietary notice from copies of the Software or any supporting documentation and copies made by or for Customer shall bear all such copyright, trade secret, trademark and any other Intellectual Property Rights notices on the original copies. **“Intellectual Property Rights”** means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, and any other intellectual and proprietary rights.
8. **Feedback.** Lunaphore may use, disclose, and exploit any and all suggestions, ideas, recommendations, enhancement requests, corrections, improvements, modifications, error identifications, or other information provided by Customer to Lunaphore related to the Software or any other products or services, and any data or information relating to Customer’s use of the Software (collectively, **“Feedback”**), including to improve the Software and to develop, market, offer, sell or provide other products or services, without restriction and without accounting to Customer. Lunaphore shall be the sole and exclusive owner of all improvements, updates, modifications, or enhancements made to the Software, whether or not conceived or made as a result of Feedback hereunder, and of all Intellectual Property Rights therein (collectively, the **“Improvements”**), and no right, title or interest in or to the Improvements is expressly or impliedly granted to Customer hereunder. To the extent Lunaphore does not automatically own any right, title or interest in and to the Feedback or Improvements, Customer hereby agrees to assign and does hereby assign to Lunaphore all right, title and interest in and to the Feedback and Improvements. Customer acknowledges and agrees that Lunaphore is free to incorporate into any commercial products and services any Feedback suggested by Customer or Improvements, and that Customer has no right to object thereto or to receive any form of compensation derived therefrom.
9. **Upgrades.** Lunaphore at its sole discretion, for any reason, and at any time, may provide upgrades, updates, or patches to the Software. Customer is required and hereby agrees to accept, download, and implement all patches, bug fixes, updates, upgrades, maintenance, software, and service packs (collectively, **“Patches”**) necessary for the proper function and security of the Software as such Patches are generally released by Lunaphore. Customer shall only have the right to use the latest version of the Software that incorporate the most recent Patches that Lunaphore makes available. Lunaphore expressly disclaims any obligation to support versions of the Software other than the most current version that includes the most recent Patches. In case the Customer has purchased a perpetual license, this will give users access to the purchased version of Software but will not include software upgrades or updates for future versions. Perpetual licenses will only receive software upgrades in the form of Patches and only for critical bug fixes. Lunaphore will only be obliged to provide those updates for 1-year following the release of a new Horizon Software generation or until product discontinuation.
10. **Support.** Lunaphore provides limited support to users of the Software. Lunaphore may provide remote support during normal business hours, to assist Customer in using the Software and troubleshooting issues. Perpetual licenses will not cover customer support.

11. **Fees and Payment.** To the extent Customer is charged fees for the Software, all such fees are payable in advance according to the terms and conditions set out in the applicable purchase order, subscription plan, or other purchase agreement between Customer and Lunaphore. Failure to pay such fees will revoke Customer's rights under this Agreement. The Viewer software version will be provided for free on all COMET™ control stations and to COMET™ customers/users.

Unless other specific agreement is contained in the terms and conditions set out in the applicable purchase order or subscription plan, Customer will be granted with an annual license on one computer for 365 days. Licenses can also be purchased cumulatively for several consecutive annual terms in one go.

12. **MEDICAL ADVICE DISCLAIMER.** LUNAPHORE IS NOT ENGAGED IN RENDERING MEDICAL, CLINICAL, OR OTHER HEALTH-RELATED ADVICE. IF MEDICAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT MEDICAL PROFESSIONAL SHOULD BE SOUGHT. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS MADE OR ADVICE GIVEN AS A RESULT OF THE USE OF THE SOFTWARE AND FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS.
13. **DISCLAIMERS OF WARRANTIES.** CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY THIRD-PARTY SOFTWARE IS PROVIDED BY LUNAPHORE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LUNAPHORE MAKES NO WARRANTY THAT (A) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SOFTWARE WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR (C) ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LUNAPHORE SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM CUSTOMER'S USE OF THE SOFTWARE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LUNAPHORE'S AND ITS LICENSORS' SOLE LIABILITY AND RESPONSIBILITY FOR BREACH OF WARRANTY RELATING TO THE SOFTWARE OR DOCUMENTATION SHALL BE LIMITED TO THE PROVISION OF A REPLACEMENT COPY OF THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LUNAPHORE OR AN LUNAPHORE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.
14. **LIMIT OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUNAPHORE, OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SOFTWARE, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE OR LOST PROFITS OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CUSTOMER'S RECORDS, PROGRAMS OR SERVICES, WHETHER OR NOT FORESEEABLE OR IF LUNAPHORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF THE SOFTWARE. THE ENTIRE LIABILITY OF LUNAPHORE, ITS AFFILIATES AND ITS LICENSORS UNDER THIS AGREEMENT, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE),

INDEMNIFICATION OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE ONE HUNDRED DOLLARS (US\$100.00). THESE LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **Indemnification.** Customer, at Customer's sole expense, will defend Lunaphore, its affiliates and its and their respective directors, officers, employees, contractors, and agents (collectively, "**Indemnitees**") from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), and claims (groundless or otherwise) ("**Claims**"), and indemnify and hold the Indemnitees harmless from and against any and all damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, expert witnesses' costs and fees, costs, penalties, interest and disbursements), in each case arising out of or resulting from (i) Customer's negligence or misconduct; (ii) Customer's access or use of the Software or any third party software provided by Indemnitees; (iii) Customer's failure to comply with any obligations contained in the Agreement; (iv) Customer's infringement, misappropriation or other violation of any Intellectual Property Rights; or (v) Customer's violation of laws, regulations, rules or third party rights, including any breach of data privacy Claim by a third party or any Claim by a third party alleging that Customer Data (or other materials, software or services provided by Customer) infringes, or misappropriates, or violates the Intellectual Property Rights of a third party or violates applicable laws, regulations, or rules. Without limiting the foregoing, this indemnification applies to any prohibited use of the Software and the use or disclosure of protected health information. Notwithstanding the foregoing, an Indemnitee shall have the right, but not the obligation, to participate in the defense or settlement of any Claim at such Indemnitee's expense. Customer shall not settle any Claim without Lunaphore's prior written consent unless, as a condition of such Claim, Lunaphore is fully and unconditionally released from all liability as a result thereof. Lunaphore shall provide Customer prompt written notice of any Claim; *provided, however*, that Lunaphore's failure to provide such notice shall not relieve Customer of its obligations under this Section 15, and solely to the extent, Customer is prejudiced as a result thereof.
16. **Confidentiality.** Customer shall hold Lunaphore's Confidential Information (as defined below) in confidence and use only to exercise Customer's rights and fulfill its obligations under this Agreement. Customer shall not disclose Confidential Information to any third party without Lunaphore's prior written consent. Customer will use reasonable care to protect against disclosure of Lunaphore's Confidential Information to parties other than the recipient's employees, affiliates, agents, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. Customer will ensure that Customer's Representatives are subject to no less restrictive confidentiality obligations than those herein. Notwithstanding the foregoing, Customer may disclose Lunaphore's Confidential Information to the extent required by applicable legal process; *provided* that the Customer use commercially reasonable efforts to: (a) promptly notify Lunaphore of such disclosure before disclosing, to the extent permitted by law, and (b) comply with Lunaphore's reasonable requests regarding its efforts to oppose the disclosure. "**Confidential Information**" means any information disclosed by Lunaphore that, by the nature of such information or the circumstances surrounding its disclosure, should be reasonably considered confidential.

Customer may not make any public announcements or statements regarding Lunaphore, the Software or this Agreement without the prior written consent of Lunaphore. Lunaphore reserves all rights to make such public statements, and Customer agrees to cooperate with Lunaphore, to the extent Lunaphore requests Customer to do so: (i) in providing oral and/or written references to Lunaphore prospective customers; (ii) in preparation of any press release announcing a relationship between Customer and Lunaphore; (iii) in providing oral and/or written references to press and industry analysts; and (iv) in delivering pre-approved

quotations to be used in Lunaphore sales and marketing materials. Lunaphore may include Customer's tradename and logo on publicly displayed customer lists (including Lunaphore's websites).

Customer hereby acknowledges and agrees that a breach of this Section 16 would cause irreparable harm and that Lunaphore shall be entitled to seek equitable relief from such breach.

17. **U.S. Government End Users.** The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer Software" and "commercial computer Software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users acquire the Software with only those rights set forth herein.
18. **European Union-based End Users.** If this Software is used within a Member State of the European Union, nothing in this Agreement shall be construed as restricting any non-derogable rights available under the national law of any Member State which implements Directive 2009/24/EC of the European Parliament and the Council of the European Union (replacing Council Directive 91/250/EEC of 14 May 1991) and its subsequent updates.
19. **Renewal and Termination.** The Software licenses can be automatically renewed at the end of the term. This Agreement will be annually renewed at the end of the term if the Customer or Lunaphore does not expressly provide a written notice of termination with at least 1- month prior written notice. The acceptance will imply the express consent of the Software conditions applicable for the next period. This Agreement will automatically terminate in the event Customer breaches any of its terms. Customer may terminate this Agreement by discontinuing its use of the Software and, if applicable, removing all copies of the Software from its computers and storage media. Lunaphore may terminate this Agreement for any reason or no reason at all by providing Customer with notice of termination. Upon termination, Customer will immediately cease use of the Software and, if applicable, remove all copies of the Software from Customer's computers and storage media, and promptly delete or return any Confidential Information.
20. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland. Customer and Lunaphore hereby expressly agree and do agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or any Uniform Commercial Code. The Courts of Lausanne shall have exclusive jurisdiction and venue over any dispute arising out of relating to this Agreement. Customer hereby agrees and does agree that jurisdiction and venue are proper to the Court of Lausanne, Canton de Vaud, Switzerland.
21. **General Provisions**
 - 21.1. **Distribution and Support.** Lunaphore reserves the right at any time to cease the distribution and support of the Software, or to remove or alter any of its features, capabilities, and functions.
 - 21.2. **Entire Agreement; Modifications; Waiver.** This Agreement, together with any agreement or applicable purchase order and terms and conditions contained therein entered between Customer and Lunaphore, contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. This Agreement may be modified by Lunaphore at any time, provided Lunaphore shall notify Customer of such modification by electronic or regular mail. The modified Agreement will be deemed accepted by Customer

if Customer continues to use the Software after Customer receives the notification from Lunaphore. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach.

- 21.3. Non-Assignment.** Unless Lunaphore expressly provides its written prior consent, Customer shall be prevented from assigning this Agreement in the event of a merger, change of control, or sale of substantially all of its assets. Lunaphore may automatically assign this Agreement in the event of a merger, change of control, or sale of substantially all of its assets to which this Agreement relates.
- 21.4. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.
- 21.5. Survival.** The provisions set forth in Sections 1 (except that the license to the Software shall not survive), 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 of this Agreement shall survive termination or expiration of this Agreement and any applicable license hereunder.
- 21.6. Construction; Headings.** In this Agreement, (a) “hereunder,” “hereof,” “hereto” and words of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement; and (b) the word “including” (in its various forms) means “including without limitation”. The headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meanings or interpretation of, this Agreement.