

**BASIC ORDERING AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**  
**FOR COMMERCIAL ITEMS AND SERVICES**

**DOE CONTRACTORS (10/01/2019)**

**EFFECTIVE**

**OCTOBER 1, 2019, THROUGH SEPTEMBER 30, 2029**

## **1. DEFINITIONS**

The following terms shall have the meanings below:

- a. **Government** means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. **Seller** means Dell Marketing L.P. ("Dell"), the Contract Holder that has entered into this Basic Ordering Agreement (BOA). "Seller" and, "Dell" all have the same meaning in this BOA.
- c. **Company** means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. **Item** means "commercial items or services" and "commercial component", as defined in FAR 52.202-1.
- e. **Order** means individual requests for Items or Services (hereinafter referred to as "Item") issued under this BOA.
- f. **Authorized Subcontractor** means a subcontractor holding an active subcontract issued by a DOE Contractor.
- g. **BOA Procurement Representative** means the person responsible for negotiating and administrating the BOA.
- h. **Order Procurement Representative** means the person responsible for negotiating and administration of the respective Order.
- i. **Site Specific Terms and Conditions** means those unique requirements of the Company issuing Orders under this BOA which will supplement these general terms and conditions.

## **2. ORDER OF PRECEDENCE**

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) BOA General Terms and Conditions, 10/01/2019, (2) BOA between Seller and UChicago Argonne, LLC., (3) individual Order from Company, (4) Site Specific Terms and Conditions subject to Seller's signed and written consent on each Purchase Order of any additional Terms and Conditions proposed, (5) item description.

## **3. TITLE AND ADMINISTRATION**

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. The Company may assign the BOA and Orders to DOE or its designee, and in case of such transfer and notice thereof to Seller, Company shall have no further responsibilities hereunder.

## **4. ACCEPTANCE OF TERMS AND CONDITIONS**

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the terms and conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgment of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor of the right of Company to enforce each and every provision. All rights and obligations shall survive final performance of the BOA or any Order there under.

## **5. WARRANTY**

Seller's limited warranty applicable to Dell-branded products is available at

<http://www.dell.com/learn/us/en/uscopl/solutions/limited-hardware-warranties> controls. To the extent there is a conflict between Dell's limited warranty and the BOA, the Limited Warranty controls. Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's quote(s), description(s), or model(s) and compliant with all requirements of the BOA and Order. Notwithstanding the foregoing, requirements included on individual orders under the BOA and not otherwise set forth in the BOA, shall have no force or effect unless accepted in writing by Seller. The warranty shall begin upon shipment to the Company's location and extend for a period of the longer of one (1) year or Seller's applicable standard list warranty period at the time of purchase as set forth on Seller's invoice. If any nonconformity with the item appears within that time, Seller shall promptly repair or replace such items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace them or re-procure the services at Seller's expense.

## **6. PATENT INDEMNITY- SUPPLIES AND SERVICES (APR 1984)**

- a. The Seller shall indemnify the Laboratory, the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, or the performance of services under this contract, or out of the use or disposal by or for the account of the Government or the Laboratory of such supplies.
- b. This indemnity shall not apply unless the Seller shall have been informed as soon as practicable by the Government (with notice to the Laboratory) of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to:
  - i. An infringement resulting from compliance with specific written instructions of the Laboratory or the Government directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Seller;
  - ii. An infringement resulting from addition to or change in supplies or components furnished that was made subsequent to delivery or performance; or
  - iii. A claimed infringement that is unreasonably settled without the consent of the Seller, unless required by final decree of a court of competent jurisdiction.

## **7. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$100,000.

- a. The Seller shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Seller has knowledge.
- b. If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Seller shall furnish to the Government, when requested by the Government or the Laboratory, all evidence and information in possession of the Seller pertaining to such suit or claim. Except where the Seller has agreed to indemnify the Government or the Laboratory, the Seller shall furnish such evidence and information at the expense of the Government.
- c. The Seller agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed \$100,000.00.
- d. All right, title and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets and trade dress) embodied in the Software, Products and Materials, as well as the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Seller or the applicable suppliers or licensors, and Government shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Software, Products and Materials are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Government may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Software and Materials, in whole or in part, except as detailed in 48 CFR 52.227.19. To the extent the rights set forth in 48 CFR 52.227.19 contradict either the applicable Dell Enterprise License Agreement ("ELA") for Dell-branded software delivered hereunder or the applicable third party software vendor end user license agreement ("EULA") for third-party software delivered hereunder, the applicable ELA or EULA will control.

## **8. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

- a. Definition. As used in this clause-  
"Energy-efficient product"-
- i. Means a product that-
    - a) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
    - b) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.
  - ii. The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b)
- b. The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are-
- i. Delivered;
  - ii. Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - iii. Furnished by the Contractor for use by the Government; or
  - iv. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.
- c. The requirements of paragraph b. apply to the Contractor (including any subcontractor) unless-
- i. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
  - ii. Otherwise approved in writing by the Contracting Officer.
- d. Information about these products is available for-
- i. ENERGY STAR® at <http://www.energystar.gov/products>; and
  - ii. FEMP at [http://www.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www.eere.energy.gov/femp/procurement/eep_requirements.html).

The Seller agrees to comply with FAR 52.223-15 – Energy Efficiency in Energy-Consuming Products and FAR 52.223-16 – Acquisition of EPEAT®-Registered Personal Computer Products as they apply to the products being requested by the Government or Authorized Subcontractor.

Whenever possible, the Dell information technology systems (IT Systems) (e.g., notebooks, desktops, workstations, servers, data storage equipment, etc.) offered under ICPT BOA # 4I-31841 will comply with the Trade Agreements Act (TAA) as specified in FAR 52.225-5. In the event a Dell IT System or standalone peripheral item requested by the Government or DOE Contractor does NOT comply with the TAA, it will be disclosed on the Dell quote provided by being labeled as "NON-TAA."

## 9. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All Dell-branded information technology equipment acquired under this Agreement will have the ability to comply with the applicable information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology ("NIST") website (<http://checklists.nist.gov>) as of the effective date of this Agreement, as referenced in Exhibit A. At the Government's request and as procured on an individual Delivery Order, Seller will configure COTS (Commercial Off-the-Shelf) software to comply with the applicable NIST requirements. As the Government develops and implements new NIST common security configuration checklists during the term of this BOA, the Seller agrees to work with the Government to mutually agree upon Dell's capability and respective implementation date for the new NIST requirement.

## 10. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to be paid amounts due or to become due to a financing institution if Company is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller. In addition, Seller has the right to subcontract or delegate in whole or in part orders issued under this BOA, or any rights, duties, obligations or liabilities under same, by operation of law or otherwise, provided that Seller will remain responsible for the performance of Services under this Agreement and any such subcontractors or delegates will adhere to the compliance requirements herein.

## 11. NEW MATERIALS

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247. All parts, furnished as spares or as repair parts in connection with repair of Items, shall be new or like new (i.e., tested /sold and warranted as equivalent to new) parts manufactured by the equipment manufacturer.

## 12. TRANSPORTATION

Transportation shall be "FOB Destination" unless specified otherwise In the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges. Express and/or expediting of an order is available upon request. The request must be clearly identified on each order and shall be at an additional charge.

### **13. RISK OF LOSS**

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of (1) the agreed price of such items, or (2) Seller's cost of replacing such items. Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

### **14. PAYMENT**

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of (1) receipt of Seller's proper invoice, if required, or (2) delivery (and acceptance, if required by the Order) of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer, at the option of Company. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

### **15. DATA REPORTING REQUIREMENTS**

- a. Seller shall report quarterly spend and savings to the contractually named point of contact from the individual sites utilizing this BOA.
- b. Seller shall report quarterly spend and savings data, based on a fiscal year of October 1 - September 31, to the ICPT steering Committee Chair.
- c. Seller shall assist with additional transparency for quarterly report; DOE is requesting the reassignment of "Non\_Tied\_Peripherals" to the relative Technology Category defined within Attachment A; (Columns M (Group Desc), N (Product Desc), O (Brand Desc), or comparable categories as mutually agreed upon.
- d. Seller shall assist with providing an itemized Dell List Price for each item being purchased and invoiced for each Technology Category in Column R (Dell List Price).
- e. Seller shall comply with the quarterly spend and savings report requirements by utilizing the ICPT spreadsheet provided or any updated version supplied in the future.

### **16. COMPLIANCE WITH LAWS**

- a. Seller shall comply with all applicable federal, state, and local laws and ordinances and all pertinent orders, DOE directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Upon request, Seller shall provide Company any applicable Material Safety Data Sheet as required by the Occupational Safety and Health Act and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this article in all subcontracts, at any tier, involving the performance of this BOA.

### **17. TERMINATION FOR CAUSE**

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the agreed-upon price for completed items delivered and accepted. The Company and Seller shall agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

### **18. BANKRUPTCY**

If Seller enters into any proceeding relating to bankruptcy, It shall give written notice via certified mail to the BOA Procurement Representative within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was

filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

## 19. TAXES

Taxes shall be collected and paid in accordance with the Site Specific Terms and Conditions of the respective Order. Only Orders with the current and appropriate tax exemption certificate(s) will be processed by the Seller without the applicable taxes.

## 20. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by Issuance of a bilateral change order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a bilateral change order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of Items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change *affects* the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seiler must be made within 30 days From the date of receipt of Company's change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.
- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether Formal or Informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be, as mutually agreed upon in writing.

## 21. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company. Either party to this BOA may, at its sole discretion, terminate the BOA by giving the other party ninety (90) days prior written notice.

## 22. SUSPENSION

The Company issuing the BOA may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the BOA For an indefinite period of time. The Company issuing the Order may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the Order. If any such suspension significantly delays the progress of or causes the Seller additional direct expenses in the performance of the BOA or any Order, not due to the fault or negligence of the Seller, the compensation to the Seller shall be adjusted by a modification to the BOA or any Order and the time of performance shall be extended by the actual duration of the suspension. Any claim by the Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Seller to resume the performance of the BOA or any Order.

## 23. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference;

- FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)
- FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at: <http://www.doi.gov/dol/esa/public/regs/compliance/posters/eeo.htm>)

- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- FAR 52.227-3 Patent Indemnity (APR 1984)
- FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

## 24. LIMITATION OF LIABILITY

BOTH PARTIES EXPRESSLY AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES RESULTING FROM LOSS OF USE OR LOSS OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. THE PARTIES EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS SECTION. EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION, DELL'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE SPECIFIC DOE CONTRACTOR THROUGH WHICH THE SPECIFIC LIABILITY AROSE DURING THE PRIOR TWELVE (12) MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT, SERVICE OR SOFTWARE GIVING RISE TO THE LIABILITY, EXCEPT WHERE LOCAL LAW, IF SUCH LOCAL LAW IS FOUND TO APPLY TO THIS AGREEMENT, PROHIBITS ANY SUCH LIMITATION. IN THE EVENT THE LAW OF ANY JURISDICTION WHICH APPLIES TO THIS AGREEMENT PROHIBITS IN ANY PART ANY LIMITATION IN THIS PARAGRAPH, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY GOVERNING LAWS.

## 25. INDEMNIFICATION

Seller shall indemnify and hold Company, including its officers, directors, agent, employees, subsidiaries, affiliates, parents, successors and assigns; and Government, harmless from all losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, suffered by a third-party and arising directly and proximately out of Seller's gross negligence, or willful, wanton or reckless conduct resulting in death or bodily injury or damage to any real or tangible personal property. Nothing in this provision shall alter the terms and obligations of FAR 52.227-3- Patent Indemnity (APR 1984).

## 26. EXPORT COMPLIANCE

Dell and Company acknowledge that products (including software) sold or licensed under this BOA are subject to export control laws and regulations of the United States of America and other countries from which they were supplied and in which they are used and agree to abide by those laws and regulations. Company acknowledges that Company is responsible for obtaining any necessary licenses relating to the export of products.

## 27. GOVERNMENT LAW

This Agreement, any related Service Agreement, and ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN COMPANY AND DELL, including their affiliates, contractors and agents, and each of their respective employees, directors and officers arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising or any related purchase (a "Dispute") shall be governed by the laws of the State of New York, without regard to conflicts of law.

## 29. DISPUTES

The Parties will attempt to resolve any claim or dispute or controversy (whether in contract, tort or otherwise) against Dell, its agents, employees, successors, assigns, or affiliates (collectively for purposes of this paragraph, "Dell") arising out of or relating to this Agreement, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator at a mutually agreeable location, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential except where required by law, court order, or request from the U.S. Department of Energy.

Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitation periods, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph.

In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

## 30. SERVICE AGREEMENTS

Dell may provide Services, Software or Deliverables to the Government in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at [www.dell.com/servicecontracts/us](http://www.dell.com/servicecontracts/us), "Statements of Work," and

any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

**END OF DOCUMENT**