Terms of Service – Zone & Company NL

These Terms of Service apply to quotes, agreements and services to the NetSuite platform, provided by **Zone & Company Software Consulting EMEA B.V.**, established in Schiphol, the Netherlands and registered with the Chamber of Commerce under registration number 56037104, hereafter referred to as "**ZONE**".

Professional Services and Support Services that may be purchased and displayed on quotes are governed by separate Terms & Conditions. Please refer to your contact person at ZONE to obtain a copy of those.

Background:

NetSuite is a group of software services used to manage a business's operations and customer relations. ZONE develops software that is stored in the same database and on the same servers as your company data in your own NetSuite account. The provided software is hosted and running on the NetSuite platform which is subject to NetSuite's Service Level Commitment between Customer and NetSuite.

1. Definitions

1.1.   Capitalized terms in this Agreement, both singular and plural, are considered to have the meaning as described in this article.

1.2.   **Agreement**: the quote, these Terms of Service and any attachments.

1.3.   **Service(s):** software created by ZONE to enhance the functionality of the NetSuite service made available as a SaaS service.

1.4.   **Customer**: a natural person or legal entity who has entered into an Agreement with ZONE in order to use the Service.

1.5.   **Uploaded Data**: any data, information, or material uploaded to NetSuite by Customer, and used by the Service.

1.6.   **Third Party Software**: certain software developed and owned by third parties that is used in the Service.

1.7.   **Applicable Law**: all applicable laws, ordinances, regulations, rules, orders, and other requirements of governmental authorities having jurisdiction.

1.8.   **NetSuite Platform**: a group of software services used to manage a business's operations and customer relations.

1.9.   **Parties**: the Customer and ZONE.

2. Inception and performance of the agreement

2.1.   At the request of the Customer, ZONE may provide a fee quote listing at a minimum the Service ZONE will supply, what is included in the Service, and what the fees are and when they will be due. All

quotes and offers of ZONE are non-binding and may be revoked at any time, unless ZONE stated otherwise in writing.

2.2.　　The Agreement will become binding when Customer's written acceptance notification of the quote, without modifications by Customer, is received by ZONE. Any amendments made by Customer will be deemed a new offer by Customer, which ZONE may accept or reject in its sole discretion. Offers will only be deemed accepted by ZONE if it does so in writing.

2.3.　　After the commencement of the Agreement, ZONE will as quickly as possible provide Customer with the Service(s) listed in the quote. Delivery of the Service is done online through the NetSuite service. Customer will provide ZONE with the NetSuite account ID information that is required to identify him on the NetSuite platform for the delivery of the Service.

3.　　Intellectual Property and Grant of license

3.1.　　All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Service, including modifications thereto, delivered and/or used by ZONE, are owned by ZONE or its licensor(s). No transfer or other grant of rights is given to Customer, unless explicitly stated in writing. This applies even if certain features have been specifically designed, developed, or compiled for Customer.

3.2.　　Unless otherwise agreed in writing, Customer may not make repairs, fixes, modifications to Service, nor allow or enable any third parties to do so. Customer may not, nor may enable and/or allow third parties to copy, translate, or reverse engineer any part of the Service.

3.3.　　ZONE, in its sole discretion, may implement technical measures aimed at protecting the Service, and Customer is prohibited from attempting to remove or circumvent such protections.

3.4.　　Upon the inception of the Agreement, ZONE grants to Customer a non-exclusive license to use the Service for the duration of one (1) year, unless the quote states otherwise. This license does not include the right to sublicense, sell or otherwise multiply or disclose the Service or any part thereof, in any way.

3.5.　　The Service as well as all related information is the intellectual property of ZONE and/or its licensors. None of these items may be copied or used without the prior written permission of ZONE.

4.　　Availability and maintenance

4.1.　　Availability of the Service, after delivery, is subject to NetSuite service levels because Service is hosted and operated primarily on the NetSuite platform. ZONE is not able to influence availability of the NetSuite platform, and cannot be held liable for any services provided by or through NetSuite to Customer.

5.　　Support

5.1.   Customer is requested to check the online documentation before submitting a support- request through the designated form on the ZONE website.

5.2.   In case Customer purchased the Standard Support offering, target response times for support cases are for Severity 1 Incidents: 8 business hours and for Severity 2 Incidents: 16 business hours, GMT. Target response times mean that in 75% of the support requests, the target response time has to be met. Response time is measured from the moment a Customer has made a full and accurate report of the incident at the designated location, as set forth in Section 5.1.

5.3.   When purchasing a paid support service, different response times might apply. Please refer to your specific agreement.

5.4.   Zone may monitor and use anonymized usage of the Services to improve and facilitate the Service delivery as well as enable the use of AI.

6.   Updates and upgrades

6.1.   ZONE may from time to time update and/or upgrade the Service. Major and minor updates and/or upgrades contain new functionality and/or changes to the Service. These will be announced fourteen (14) days before they are implemented. The announcement will be made in the "Release Notes" section of the ZONE knowledge base, and by email to the Customer contacts registered in ZONE's internal database. Customer's "Production accounts" are upgraded automatically by ZONE, unless Customer has purchased a premium support service that includes the choice of time of upgrade. "Sandbox accounts" should always be upgraded by Customers themselves. "Patch updates" are updates that only remedy defects and do not add hew functionality. These updates do not have to be announced prior to being released to Customers.

6.2.   Customers are encouraged to suggest new features and improvements. The final decision to implement any of the changes is solely up to ZONE.

6.3.   Updates and upgrades may periodically and automatically be pushed to the Customer through the NetSuite Platform.

6.4.   Different conditions might apply for updates and upgrades when premium support is purchased. Please refer to your specific agreement when purchasing premium support.

6.5.   Should an update or upgrade cause interruptions for Customer, Customer should inform ZONE in detail and in writing thereof and article 5 will apply to solve the issue.

7.   Compensation for the service

7.1.   As compensation for the right to use the Service, the Customer is required to pay the agreed upon price as stated in the quote. For Service that is charged on an annual fee, the price is to be paid upfront for the period of one year, unless the quote states otherwise. For Service that is charged based on usages, the actual usage is invoiced at the end of each month, unless the quote states otherwise.

7.2.   Prices are in the currency stated on the quote. If the quote does not state any currency, the quote is in EURO (€). All prices are excluding VAT unless the quote states otherwise. ZONE will send Customer a digital invoice containing the amount owed for the provided Service. Payment must be received within fifteen (15) days after the invoice is sent, unless the quote states otherwise. If payment is not received within this period, statutory interest will be owed.

7.3.   When payment is not received within the specified timeframe, Customer will be liable to pay, in addition to the price owed and statutory interest, full compensation for extrajudicial and judicial collecting costs, including costs for lawyers, bailiffs and debt collection agencies, as permitted under the law.

7.4.   When payment is not received within the specified timeframe, ZONE is allowed to suspend, without warning, the functioning of the Service as well as relating components.

7.5.   ZONE is not entitled to change the prices during the first 12-month term of the Agreement. Beyond the initial term ZONE may change fees upon three (3) months written notice to Customer.

7.6.   ZONE may, through an automated procedure, collect data from Customers' NetSuite account(s) required to invoice for the usage of the Service and/or to monitor the usage of the Service.

7.7.   ZONE may undertake an audit of Customer's records to verify compliance with this Agreement no more than once every calendar year during the term of the Agreement and for a period of three (3) years thereafter. Such audit is to be carried out at ZONE's expense. If the audit reveals an underpayment of service fees by Customer, ZONE will invoice Customer for the shortfall and Customer shall pay ZONE the full amount of the underpayment within fifteen (15) days from the shortfall invoice date, as well as the costs of the audit. Customers shall provide ZONE or its designee with all reasonable cooperation and assistance to facilitate the audit, including providing ZONE or its designee with non-restricted access to their NetSuite account. Customer shall, during the term of the Agreement and for a period of three (3) years thereafter, maintain accurate and complete books and records of the use of the Add-ons by Customer.

7.8.   Billing Reports and Disputed charges. For invoices for items charged based on usage or hours Customer may request a billing report stating the detail of such invoice, in case the invoice doesn't already contain the details. Customer is required to notify ZONE in writing of a dispute and to submit appropriate documentation supporting the dispute to ZONE as soon as it is aware of the dispute, but in no event later than thirty (30) days after the invoice due date or the right to dispute the invoice will be deemed waived. Notwithstanding any dispute, Customer shall pay the full amount of any undisputed part of such invoice pending the resolution of such dispute. ZONE will respond to Customers' written dispute within thirty (30) days of receipt of such dispute. ZONE and Customer shall use best efforts to resolve all disputes.

8.   Warranties

8.1.   The Service is provided on an 'as-is' basis without a warranty of any kind. To the maximum extent permitted by applicable law, ZONE, its licensors, third party suppliers, and affiliates hereby disclaim all warranties, conditions, claims or representation with respect to the Service whether express, implied, or statutory or otherwise, including but not limited to implied warranties or conditions of merchantability, quality, non-infringement, compatibility, or fitness for a particular purpose. No advice or information, whether oral or written, obtained from ZONE or elsewhere will create any warranty or condition not explicitly stated in writing by ZONE.

9.   Confidentiality

9.1.   Confidential Information. Each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) consisting of or relating to its technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, including any written or oral information disclosed by the Disclosing Party in relation to the Service, marked, designated, or otherwise identified as "confidential", or the confidential nature of which is known or can reasonably be deemed to be known by the other party. Notwithstanding the above, Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

9.2.   Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

i)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

ii)   except as may be permitted by and subject to its compliance with this Agreement, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein;

iii)   safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

iv)   promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps with Disclosing Party to prevent further unauthorized use or disclosure; and

v)   ensure its representatives' compliance with and be responsible and liable for any of its representatives' non-compliance with the terms set forth herein.

9.3.   Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations hereunder with respect to any Confidential Information that constitutes a trade secret under any Applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under such Applicable Law other than as a result of any act or omission of the Receiving Party or any of its representatives.

9.4.   Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by Applicable Law to disclose any Confidential Information then, to the extent permitted by Applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this article, the Receiving Party remains required by Applicable Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

9.5.   Residual Information. It is important for ZONE to be able to use its skills, experience, expertise, concepts, ideas, and know-how learned or acquired while providing the Service for Customer, itself or any of its Customers in the ordinary course of its business. Therefore, Customer agrees that ZONE is entitled to retain and use without restriction any of the generalized knowledge, techniques, methodologies, practices, processes, skills, experience, expertise, concepts, ideas, and know-how learned or acquired by ZONE's personnel in the course of providing the Service for Customer hereunder solely to the extent that they are retained in intangible form in the unaided memory of the personnel of Customer without intentionally memorizing such information or using any Customer's Confidential Information to refresh its recollection ("**Residual Information**"). Nothing in this Agreement is to be construed as to prevent ZONE from being able to do so, and further, such retention and use of Residual Information shall not be construed as a breach of this Agreement.

10. Liability

10.1.   Except in case of gross negligence, willful misconduct or fraud by ZONE , the aggregate liability of ZONE, arising out of this Agreement, whether arising out of or related to breach of contract or tort (including negligence), or otherwise is limited to the amount paid by Customer in the twelve (12) calendar months prior to the day the damages first occurred or, if the damages and liability occurs in the first year of the term, the limit will be the amount payable in that first year.

10.2.   ZONE will not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) failures or outages of the Internet or the telecommunication infrastructure, unavailability or malfunctioning of the NetSuite platform, (c) a (D)DOS or comparable attack, power failures, strikes, lockouts, business interruptions, and stagnation in deliveries, (d) flood, fire, earthquake, pandemics, including Covid19, or explosion; (e) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (f) government order, law, or action; and (g) embargoes or blockades in effect on or after the date of this Agreement. ZONE shall give notice within five (5) days of the Force Majeure Event to Customer, stating the period of time the occurrence is expected to continue. ZONE shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that ZONE's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this article, Customer may thereafter terminate this Agreement, upon five (5) days' written notice, without any liability for ZONE.

10.3.   Any cause of action against ZONE, regardless of whether in contract, tort, or otherwise, must commence within six (6) months after the cause of action first arose or the alleged damages first became known to Customer, whichever comes first, after which such cause of action is permanently barred.

10.4.   In no event will either party or its affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, or any loss of revenue, profits (excluding fees due to ZONE), sales, data, data use, goodwill, or reputation, regardless of whether the damages were foreseeable, and whether or not a party was advised of the possibility of the damages, and regardless of the legal or equitable theory (contract, tort, or otherwise) on which the claim is based.

10.5.   Subject to the other sections of this article 10, ZONE shall indemnify Customer from and against damages, suffered or incurred as a result of a third-party claim regarding alleged intellectual property infringement caused by the unaltered services provided to Customer by ZONE. The indemnification obligations hereunder only apply if Customer provides ZONE immediately with detailed written notice of any claim and Customer grants full control of the defense of such claims to ZONE. In the event of a claim under this section, at ZONE's option, Customer may terminate this Agreement, or defer acceptance of services until the claim is resolved. If any portion of the Professional Services is, or in ZONE's opinion is

likely to become, the subject of an intellectual property rights infringement claim, then ZONE, at its sole option and expense, will either: (A) obtain for Customer the right to continue to use such portion under these ; (B) replace the portion of the Service with services that are substantially equivalent in function, or modify the Service so that it becomes non-infringing and substantially equivalent in function; or (C) refund Customer the portion of the Service paid to ZONE for the portion of the Service that Customer may not use because of the infringement. The foregoing sets forth ZONE's exclusive and sole obligations and liability for (alleged) infringement of intellectual property rights.

11.   Third Party Software

11.1.   FOR ZONECAPTURE ONLY: The Service ZoneCapture may make use of Third Party Software provided by one of the following service providers for correct functioning of the service:

i)   ABBYY

ii)   Basware

iii)   Storecove

iv)   Any other service provider at ZONE' sole discretion.

11.2.   FOR ZONECAPTURE ONLY: ZONE may add, exchange and/or terminate third-party service providers at its own discretion. Customer will be notified of such changes if any of Customer's data is affected by the change in service provider, at least thirty (30) days prior to the change.

11.3.   FOR ZONECAPTURE ONLY: Any service provider that ZONE uses to provide the Service will be bound to a service level agreement requiring an uptime target of at least 99.5%. However, ZONE is not responsible and cannot be held liable for the performance of the service provider's software and ZONE will not be responsible or liable for any disruptions to Customers business operations due to failing the uptime target.

11.4.   FOR ZONECAPTURE ONLY: All disputes between ZONE and Customer, whether or not relating to any information, data or forms available on or through the service, will be settled by and between ZONE and Customer.

11.5.   FOR SFTP CONNECTOR ONLY: Whilst ZONE provides means to connect to a SFTP server, ZONE does not provide the SFTP server itself and will not be responsible nor liable for the performance of the SFTP server.

11.6.   FOR ZONE REPORTING:

During the Term, the Customer is responsible for the following:

•   Customer owns licenses to Azure Blob Storage (averages $3-5/month for ZONE Reporting and ~$50/month for ZONE Reporting + Data Warehouse)

•   Customer owns Power BI Pro Licenses ($10/user/month) – for ZONE Reporting Customers

•   Customer owns Power BI Premium Per User Licenses ($20/user/month) – for ZONE Reporting + Data Warehouse Customers

- For Data Warehouse Customers only: ZONE will manage the Azure SQL Datawarehouse. The Customer will have read only access to SQL and the ability to create measures and reports/dashboards in Power BI. The Azure data-warehouse has sufficient performance to handle the average NetSuite Customer. Should your data volume or model complexity warrant an upgrade in Azure performance, ZONE will send the Customer an invoice for those fees, for which the Customer will be charged at ZONE's cost.
- Add-on's:
- Sandbox Development Instance - This sandbox environment refreshes daily.
- Connectors - Customer is responsible for fees associated with 3rd party connectors, excluding: NetSuite, Google Ads & Analytics, Salesforce and Intacct.
- Salesforce Tables - The following tables are included: Account, Case, Contact, Lead, Opportunity and User. Any additional tables added will be considered Billable Work as defined in Professional Services.

11.7.   ZONE provides no warranties for any Third Party Software products.

11.8.   As part of the normal operation of the Service, ZONE does not host any components on servers operated by ZONE outside of NetSuite and the third parties required to provide the service. However, should it be required to temporarily implement additional software hosted on servers operated by ZONE, such service is provided as-is, without any warranties or guarantees.

11.9.   ZONE may, by giving no less than thirty (30) days' notice to Customer, add or make changes to the sub-processors. Customer may object to the appointment of an additional sub-processor within fourteen (14) calendar days of such notice on reasonable grounds relating to the protection of the Personal Data, in which case ZONE shall have the right to cure the objection through one of the following options (to be selected at ZONE's sole discretion):

(a)   ZONE will cancel its plans to use the Sub-processor with regard to Personal Data or will offer an alternative to provide the Services without such Sub-processor; or

(b)   ZONE will take the corrective steps requested by Customer in its objection (which remove Client's objection) and proceed to use the sub-processor with regard to Personal Data; or

(c)   ZONE may cease to provide or Customer may agree not to use (temporarily or permanently) the particular aspect of the Services that would involve the use of such Sub-processor with regard to Personal Data, subject to a mutual agreement of the parties to adjust the remuneration for the Services considering the reduced scope of the Services.

If none of the above options are reasonably available and the objection has not been resolved to the mutual satisfaction of the parties within 30 days after ZONE's receipt of Customer's objection, either party may terminate the Agreement and Customer will be entitled to a pro-rata refund for prepaid fees for Services not performed as of the date of termination.

12.   General obligations and restrictions

12.1.   To the fullest extent permissible under Applicable Law, Customer will not, and will not permit or authorize third parties, directly or indirectly, to:

i)   use the Service for any purpose or activity prohibited under Applicable Law;

ii)   rent, sublicense, transfer or resell the Service;

iii)   probe, scan or test the vulnerability of the Service;

iv)   circumvent or disable any technical features or security measures of the Service;

v)   monitor data or traffic on the Service;

vi)   take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service, such as a denial-of-service attack (DoS) or distributed denial-of-service (DDoS) attack;

vii)   use the Service in any way not described in the ZONE documentation;

viii)   reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Add-on or any software, ZONE documentation or data related to or provided with the Service;

ix)   Transmit to ZONE or its service providers any software or materials that contain any viruses, worms, Trojan horses, logic bombs, defects, or other material, which is malicious, destructive or technologically harmful;

12.2.   Customer represents and warrants that:

i)   Customer's end users have all necessary rights, consents and permissions to upload any and all Uploaded Data to the Service;

ii)   Customer's end users' and ZONE's use of Uploaded Data will not violate any Applicable Law or any contract or obligation to which Customer or its end users are bound, and will not infringe or misappropriate the intellectual property rights, privacy rights, or any other right of any person.

13.   Term and termination

13.1.   The Agreement shall be effective for a period of one (1) year starting from the date specified in the Agreement, unless the Agreement states a different period.

For all Zone Services, with the exception of ZoneBilling, the Agreement is automatically renewed after this with successive twelve (12) month terms (each a "Renewal Term"). After this initial period, the Customer may terminate the Agreement per the end of a Renewal Term upon one-month prior written notice. The Agreement for ZoneBilling will terminate at the end of the agreed term unless explicitly renewed by the Parties.

When purchasing a Service that is charged on usage only, after Customer has not used the Service for three consecutive calendar months ZONE may terminate the Agreement at any time in writing upon one-month notice. No later than the date of termination Customer shall uninstall the Service immediately and confirm such in writing to ZONE upon first request by ZONE.

13.2.   Unless explicitly agreed by the parties in writing, and unless section 13.1 applies, this Agreement cannot be terminated for convenience. Either party may unilaterally terminate this Agreement for cause, which for the purpose of this Agreement means:

i)   upon the other party's material breach of this Agreement, that remains uncured after thirty (30) days detailed written notice specifying the breach;

ii)   the bankruptcy of the other party has been applied for;

iii)   an attachment is levied on the goods of the other party;

iv)   the other party is liquidated or discontinued;

v)   the other party is in violation of any Applicable Laws or regulations; and/or

vi)   if section 14.2 applies.

13.3.   All obligations of the parties that accrued prior to termination of this Agreement shall survive termination of this Agreement. In particular, the following provisions shall survive termination or expiration of this Agreement: articles 3.2, 7, 9 and 10.

13.4.   Upon termination of the Agreement, Customer will uninstall the Add-on immediately and ZONE will be free to limit or hinder Customer's access to the Add-on.

14.   Changes to the Terms and Conditions

14.1.   These Terms of Service may be amended or supplemented at any time. ZONE will inform Customer of any changes one (1) month prior to the date the changes take effect.

14.2.   ZONE has the right to transfer its rights and obligations under the Agreement to an affiliated party or to a third-party-purchaser of the relevant business activity of ZONE. ZONE will give Customer at least thirty (30) days' notice of any transfer hereunder.

15.   Miscellaneous

15.1.   The Agreement shall be governed by Dutch law, excluding any conflict of law provisions contained in Dutch law.

15.2.   To the extent not otherwise provided for in mandatory law, all disputes related to the Service or this Agreement will be submitted to the competent Dutch court in the jurisdiction where ZONE has its registered office.

15.3.   If a provision in the Agreement prescribes that a notification must be performed 'in writing', this requirement will also be satisfied if the notification is made by e-mail.

15.4.   The version of any communication of information as recorded by ZONE shall be deemed to be authentic, unless Customer supplies proof to the contrary.

15.5.   If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

15.6. Should there be any discrepancy between the documents that constitute the Agreement, the documents take precedence in the following order:

i)   The Quote or Quotes
ii)   The Terms of Service
iii)   Attachments (if any)