



# Terms and conditions

Last Modified on 11/13/2023 6:04 pm EST



## Introduction

Welcome to the KnowledgeOwl web site (the “Site”) operated by Silly Moose LLC (“Silly Moose,” “we,” “our,” or “us”). Please read the following terms and conditions of service (“Terms”) carefully as they contain the legal terms and conditions that you agree to when you access or use the Site and the KnowledgeOwl services provided to you by Silly Moose through the Site.

## Acceptance of Agreement

“Agreement” means these Terms and any terms provided or made available to you during the ordering or registration process (“Order Process”) into which these Terms are incorporated, including without limitation all pricing and payment terms. This Agreement is a legal agreement between Silly Moose and you (“you”) if you are acting on your behalf or the business entity or person for whom you are acting that will be using the KnowledgeOwl Services (defined below) for any reason (“Customer”) as the user of the KnowledgeOwl Services to be provided by Silly Moose under this Agreement. You and any persons that you authorize to use Customer’s account may be referred to in these Terms as the “User.”

If you are acting on behalf of Customer, you agree that you are an employee or agent of Customer and are entering into this Agreement for use of the KnowledgeOwl Services by Customer for Customer’s own business purposes. You hereby agree that you enter into this Agreement on behalf of Customer and that you have the authority to bind Customer to this Agreement.

Silly Moose is willing to provide the KnowledgeOwl Services to Customer only on the condition that you accept all of the terms in this Agreement. By signing up for a KnowledgeOwl account you validate the Agreement, and agree to our terms of service and privacy policy. By accessing or otherwise using the KnowledgeOwl Services, you acknowledge that you have read this Agreement, understand this Agreement and that Customer agrees to be bound by all of the terms of this Agreement. You also acknowledge that registering for and creating an account on Site or your submission of the credit card payment form serves as Customer’s agreement to this Agreement.

If you do not agree to the terms and conditions of this Agreement, Silly Moose is unwilling to provide or make the

KnowledgeOwl Services available to Customer, and therefore, cancel and do not complete the registration process or otherwise use the KnowledgeOwl Services. If you do not accept this Agreement, Customer should immediately cease any use of the KnowledgeOwl Services.

In the case of inconsistencies between these Terms and information included in other materials (e. g. , promotional materials and mailers), these Terms will always govern and take precedence. In the case of inconsistencies between these Terms and the Order Process, the Order Process will always govern and take precedence.

## **1. KnowledgeOwl Services.**

During the Term, and in accordance with these Terms, Silly Moose will use reasonable commercial efforts to provide Customer access to and use of the Software and other related support services described in this Agreement (such access, use and support services are referred to, collectively, as the “KnowledgeOwl Services”) in accordance with any specifications set forth in the Order Process. “Software” means Silly Moose’s online knowledge base tool, hosted by Silly Moose, used to facilitate Customer’s use, creation and integration of online knowledge bases. The KnowledgeOwl Services may not be used to exchange social security numbers, banking, credit card, or any other financial information, federal identification information, or any sensitive information that Silly Moose deems in its sole business judgment inappropriate or risky for other users or Silly Moose’s business. Silly Moose is under no obligation to provide extended customer service or consulting services as part of this Agreement.

## **2. Access Rights.**

Subject to the terms and conditions of this Agreement, Silly Moose grants to Customer, during the Term, a non-exclusive, non-transferable right to access and use the Software and KnowledgeOwl Services as set forth in Order Process, solely to assist Customer in the processing and analysis of Customer’s data. Silly Moose reserves all rights in and to the KnowledgeOwl Services not granted herein.

## **3. Restrictions.**

- a. Customer agrees that it will not, and will not allow its directors, officers, employees or agents to: (a) copy, reproduce, modify, sell, lease, sublicense, market or commercially exploit in any way the KnowledgeOwl Services or Software or any component thereof other than as expressly agreed to in this Agreement; or (b) disclose or grant access the KnowledgeOwl Services or any component thereof to any third party other than one to whom Silly Moose has consented in writing.
- b. Customer agrees: (a) to use the KnowledgeOwl Services in a manner that is ethical and in conformity with community standards; (b) to respect the privacy of other users (Customer shall not seek data or passwords belonging to other users, nor will Customer or its Users modify files or represent themselves as another user unless explicitly authorized to do so by that user); (c) to respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property; and (d) to accept notifications of service changes, commercial email and similar offers presented through the Software system or via email.

- c. Silly Moose strictly prohibits any involvement in unsolicited commercial email campaigns, commonly known as SPAM. Customer agrees and warrants that (a) it will not engage in any spamming activity in its use of KnowledgeOwl Services and (b) its use of the KnowledgeOwl Services will not violate any U. S or foreign spamming, junk mail or other related laws or regulations prohibiting or discouraging unsolicited e-mail.

#### **4. Fees.**

In consideration for providing the KnowledgeOwl Services, Customer shall pay to Silly Moose the fees set out in Order Process (“Fees”), without any set-off or deductions of any kind, as such Order Process may be amended from time to time in accordance with the terms hereof. Silly Moose shall have the right to increase the Fees at any time. Customer’s continued use of the Services shall be deemed acceptance of any new Fees. Payment for the Fees shall be due and payable as specified in Order Process. Due to the nature of the technologies and Internet stability, service interruptions may occur. No full, partial, or prorate refunds will be made as adjustment for any such service interruption. Customer hereby acknowledges that changes in the nature of the KnowledgeOwl Services that may be offered under these Terms that are beyond the control of Silly Moose do not constitute grounds for any full or partial refund of any advance fees paid.

#### **5. Taxes.**

Prices set out herein are exclusive of all taxes and Customer shall pay (and Silly Moose shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency in connection with this Agreement, including, without limitation, any federal, state and local sales, use, goods and services, value-added and personal property taxes on any payments due Silly Moose in connection with the KnowledgeOwl Services provided hereunder, except for tax based solely on the net income of Silly Moose.

#### **6. Content.**

The parties agree that all disclosure and use of Content (defined below) will comply with the all applicable laws, statutes, rules or regulations, terms and conditions, and privacy policies relating to such Content. “Content” means any and all content or data (including but not limited to pictures, logos, knowledge base information, article information, article content, code embeds, CSS, Javascript, and all other content not listed here) that Customer provides to the KnowledgeOwl Software, KnowledgeOwl Materials, and/or KnowledgeOwl directly. Customer is responsible for all actions with respect to personally identifiable information of persons. As between Silly Moose and Customer, title to and ownership of all intellectual property rights of the Content shall remain exclusively with Customer.

#### **7. Silly Moose Ownership.**

Customer acknowledges and agrees that Silly Moose shall retain and own all right, title and interest and all

intellectual property rights (including copyrights, trade secrets, trade-marks and patent rights) in and to the Software, KnowledgeOwl Services and all materials used by Silly Moose to provide the KnowledgeOwl Services (collectively, the “KnowledgeOwl Materials”) and all copies thereof and customizations and modifications thereto, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the KnowledgeOwl Materials or to any copy thereof or any license right with respect to same not expressly granted herein. Customer agrees that it will not, either during or after the termination of this Agreement, contest or challenge the ownership of the intellectual property rights in the KnowledgeOwl Materials by Silly Moose.

## **8. Access to KnowledgeOwl Services.**

Customer is responsible for obtaining all hardware, software and services, which are necessary to access the KnowledgeOwl Services including without limitation, all computers, web browsers, and services provided by an Internet service provider.

## **9. Customer Personnel.**

Customer is responsible for establishing throughout the Term the designated point of contact to communicate with Silly Moose.

## **10. Right to Modify the KnowledgeOwl Service.**

Silly Moose may from time to time, in its sole discretion, change some or all of the functionality or any component of the Software and KnowledgeOwl Service or make any modification for any purpose including but not limited to improving the performance, service quality, error correction or to maintain the competitiveness of the KnowledgeOwl Services.

## **11. Confidential Information**

- a. Each party (“Recipient”) acknowledges that confidential information (including trade secrets and confidential technical, financial and business information of the other party (“Discloser”) may be exchanged between the parties pursuant to this Agreement (collectively, “Confidential Information”). Recipient shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of Discloser. Recipient agrees that it will not disclose or use the Confidential Information of Discloser except for the purposes of this Agreement and as authorized herein. Recipient will promptly report to Discloser any unauthorized use or disclosure of Discloser’s Confidential Information that Recipient becomes aware of and provide reasonable assistance to Discloser (or its licensors) in the investigation and prosecution of any such unauthorized use or disclosure.
- b. Notwithstanding Section 11. 1, Recipient may use or disclose the Confidential Information to the extent

that such Confidential Information is: (a) already known by Recipient without an obligation of confidentiality, (b) publicly known or becomes publicly known through no unauthorized act of Recipient, (c) rightfully received from a third party without any obligation of confidentiality, (d) independently developed by Recipient without use of the Confidential Information of the Discloser, (e) approved by Discloser for disclosure, or (f) required to be disclosed pursuant to a requirement of a governmental agency or law so long as Recipient provides Discloser with notice of such requirement prior to any such disclosure and takes steps reasonably necessary to maintain the information in confidence.

- c. Recipient shall, and shall cause all of its employees, contractors and consultants who have access to Confidential Information of Discloser to, safeguard and maintain the Confidential Information of Discloser in strict confidence and shall not, and shall cause its employees, contractors and consultants not to, disclose, provide, or make such Confidential Information or any part thereof available in any form or medium to any third party person except to Recipient's employees, contractors and consultants who have a need to access such Confidential Information in order to enable Recipient to exercise its rights under this Agreement. Customer agrees not to: (a) disclose to third parties (whether in writing or orally) any benchmark test data related to the KnowledgeOwl Services, and (b) use Silly Moose's Confidential Information to create any computer software or documentation that is substantially similar to the Software.

## 12. **Right to Perform Services For Others.**

Customer recognizes that Silly Moose is in the business of providing computer and information technology services and may perform services for other persons similar to Customer. Subject to Silly Moose's confidentiality obligations pursuant to Section 11, Silly Moose retains the right and nothing shall prevent Silly Moose from using any ideas, concepts, methods, processes, know-how, organization, techniques or any software, including the KnowledgeOwl Materials, in providing any services to any third party.

## 13. **Warranty Disclaimer.**

- a. **CUSTOMER UNDERSTANDS THAT SILLY MOOSE AND/OR THEIR ASSIGNS DOES NOT GUARANTEE OR PREDICT ANY TYPE OF PROFIT OR RESPONSE FROM THE KNOWLEDGEOWL SERVICES. ALL SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND CUSTOMER AGREES THAT IT USES THE KNOWLEDGEOWL SERVICES AT ITS OWN RISK. SILLY MOOSE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. CUSTOMER ACKNOWLEDGES AND AGREES THAT SILLY MOOSE AND THE SUPPLIERS OF SILLY MOOSE MAKE NO DIRECT WARRANTY OF ANY KIND TO CUSTOMER UNDER THIS AGREEMENT.**
- b. **SILLY MOOSE DOES NOT REPRESENT OR WARRANT THAT: (A) THE KNOWLEDGEOWL SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS; (B) THE KNOWLEDGEOWL SERVICES WILL BE ERROR-FREE**

OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM THE USE OF THE KNOWLEDGEOWL SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; OR (C) ALL DEFICIENCIES IN THE KNOWLEDGEOWL SERVICES CAN BE FOUND OR CORRECTED. FURTHER, THE KNOWLEDGEOWL SERVICES MAY BE INTERRUPTED OR UNAVAILABLE FOR THE PURPOSES OF PERFORMING MAINTENANCE OR UPGRADES.

- c. SILLY MOOSE WILL NOT BE RESPONSIBLE FOR: (A) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER OR ANY USER; (B) INOPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS OR EQUIPMENT; (C) INABILITY OF CUSTOMER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET; (D) INTERACTION WITH OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET; (E) SERVICES PROVIDED BY OTHER SERVICE PROVIDERS; OR (F) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET.

## 14. Limitation of Liability

- a. FOR ANY BREACH OR DEFAULT BY SILLY MOOSE OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THE KNOWLEDGEOWL SERVICES, SOFTWARE OR THIS AGREEMENT, SILLY MOOSE'S ENTIRE LIABILITY, SHALL IN NO EVENT EVER EXCEED ANY OF THE FOLLOWING: (A) THE FEES PAID TO SILLY MOOSE BY CUSTOMER PURSUANT TO THIS AGREEMENT IN THE THREE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION FIRST AROSE EVEN IF THE CAUSE OF ACTION IS A CONTINUING ONE, OR (B) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT, THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE PRECEDING TWELVE MONTH PERIOD.
- b. IN NO EVENT WILL SILLY MOOSE EVER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF COVER, DAMAGES FOR DELAY, PUNITIVE OR EXEMPLARY DAMAGES, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PERSON, EVEN IF SILLY MOOSE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.
- c. SILLY MOOSE SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF ANY DATA, EQUIPMENT OR THE KNOWLEDGEOWL SERVICES, INCLUDING WITHOUT LIMITATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.
- d. SILLY MOOSE SHALL ONLY BE LIABLE TO CUSTOMER AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE TO CUSTOMER OR ANY THIRD PARTY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY CUSTOMER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

- e. Silly Moose shall not be responsible or liable for any loss, damage or inconvenience suffered by Customer or by any third person, to the extent that such loss, damage or inconvenience is caused by the failure of Customer to comply with its obligations under this Agreement.

## 15. Indemnification

Customer irrevocably covenants, promises and agrees to indemnify Silly Moose its affiliates and its and their officers, directors, employees, agents and assigns (“Indemnitees”) harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature that the Indemnitees may sustain or to which the Indemnitees may become subject arising out of or relating in any way to Customer’s or your use of the KnowledgeOwl Services or Software provided or made available under this Agreement, including, without limitation, in each case attorneys’ fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

## 16. Term and Termination.

### a. Term

This Agreement will commence on the date you agree to this Agreement and continue on a month-to-month basis unless terminated earlier in accordance with this Section (“Term”).

### b. Termination

Customer may terminate this Agreement at any time for any reason by providing written notice to Silly Moose. Silly Moose reserves the right to suspend or terminate your account and use of the KnowledgeOwl Services and the Software, at any time, without notice, for any reason, at our sole discretion, including but not limited to the following:

- i. if any check drafts authorized under this Agreement are returned unpaid;
- ii. phishing attempts or schemes;
- iii. if Customer is involved in the sales and/or distribution of the following materials:
  - i. Cable filters;
  - ii. Ponzi or Pyramid Schemes;
- iv. sale and/or distribution of any illegal materials; or
- v. breach of these Terms, including policies or guidelines set forth by Silly Moose elsewhere;

- vi. conduct that Silly Moose believes is harmful to other users of the KnowledgeOwl Services or the business of Silly Moose or other third party information providers (including slowing down the servers and affecting other users);

**c. Effect of Termination.**

Except to the extent agreed to in writing by the parties, upon the termination of this Agreement:

- i. Silly Moose shall be entitled to immediately cease providing the KnowledgeOwl Services;
- ii. Silly Moose shall be entitled to immediately terminate Customer's access to the KnowledgeOwl Service;
- iii. Customer shall forthwith pay to Silly Moose all amounts owing under this Agreement on the date of termination;
- iv. The rights granted under Section 2 will automatically terminate;
- v. Further, Customer agrees that Silly Moose shall not be liable to Customer or any third party for any termination of your access to the KnowledgeOwl Services. Silly Moose reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the KnowledgeOwl Services (or any part thereof) with or without notice. Customer agrees that Silly Moose shall not be liable to Customer or to any third party for any modification, suspension or discontinuance of the KnowledgeOwl Services.

**d. Return of Confidential Information.**

Upon the termination of this Agreement for any reason whatsoever, each party may request of the other that all documents, information, data and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the party shall be entitled to charge a reasonable fees and materials charge for doing so. If no request is received for the return of Confidential Information within 30 days of the termination of this Agreement, the Confidential Information shall be destroyed within a reasonable time thereafter and shall not be used for any purpose whatsoever. While Silly Moose uses reasonable precautions to ensure your database is secure and protected, Customer understands and agrees that Silly Moose is under no obligation to export, extract, retrieve or 'massage' your database for Customer except through our EXPORT function.

**e. Survival.**

The parties hereto agree that the provisions hereof requiring performance or fulfillment after the expiry or earlier termination of this Agreement shall survive such expiry or earlier termination. The provisions of this Agreement relating to ownership, confidential information, warranty disclaimer, indemnification and limits of liability shall survive the expiration or termination of this Agreement.



## 17. **Independent Contractor.**

Silly Moose employees shall not be deemed at any time to be employees or servants of Customer and Silly Moose is and shall remain an independent contractor for all purposes. Unless otherwise agreed to in writing, Silly Moose does not undertake to perform any obligation of Customer, whether regulatory or contractual, or to assume any responsibility for Customer's business or operations.

## 18. **General**

### a. **Notice.**

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, e-mail, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, 1 day after deposit with an overnight courier, 5 days after deposit in the mail.

Notices will be sent to a party at its address set forth in the Order Process or such other address as that party may specify in writing pursuant to this Section. Customer agrees to provide us with such other information relating to your use of the KnowledgeOwl Services as we deem necessary or desirable.

Customer shall notify us if Customer's address, email address, telephone number, or billing information changes.

### b. **Force Majeure.**

If Silly Moose's performance under this Agreement, or any obligation under this Agreement, is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, telecommunication services, equipment or software from suppliers, war or other violence; any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of Silly Moose, Silly Moose shall be excused from such performance to the extent of such prevention, restriction or interference.

### c. **Severability.**

To the extent that any provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such provision, portion or extent shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and the remainder of this Agreement, as the case may be, shall remain binding upon the parties.

### d. **Assignment.**

Customer may not assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without Silly Moose's prior written consent. Silly Moose may assign this Agreement by operation of law or otherwise to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not confer any rights or remedies upon any person or entity not a party hereto.

**e. Trademark Information.**

Unless expressly requested in writing, we reserve the right to have fair use of your company or organization's name and logo in our promotional material.

**f. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to its conflict or choice of law rules or principles. Customer hereby submits to the exclusive jurisdiction of the courts of the State of Colorado for any legal action arising out of this Agreement or the performance of the obligations hereunder or thereunder.

**g. Counterparts.**

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**h. Headings.**

The subject headings of the articles and sections are for convenience only and shall not affect the construction or interpretation of any of its provisions.

**i. Entire Agreement; Waiver.**

This Agreement sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. We reserve the right to change the terms and conditions of this Agreement as needed, including, but not limited to, the right to change our subscription rates at any time. Use of the KnowledgeOwl Services by Customer after any such changes constitutes acceptance of any new terms and conditions.

If you do not agree to the new terms and conditions, you may terminate this agreement in accordance with our cancellation policy. For changes in subscription rates, we will use reasonable commercial efforts to give thirty (30) days' notice prior to changing subscription rates. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. In the event of a conflict between this Agreement and any other terms contained on the Site, this Agreement shall control. This Agreement sets forth the general terms and conditions applicable to all services provided by KnowledgeOwl to Customer and no terms or conditions proposed by either party, including any purchase order submitted by Customer, shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. Customer further understands and agrees to hereby waive any purchase order terms and conditions not expressly accepted in writing by signature representatives of both parties. Customer also understands and agrees that references to purchase orders on any services invoices or otherwise shall not constitute Silly Moose acceptance of purchase order terms and conditions. To the extent of any conflict between the provisions of this Agreement and the provisions of any purchase order, the provisions of this Agreement shall govern.

---