

**ANCHOR Certification Program Terms and Conditions**  
**Human-Centered Practices for the Future of Equitable Work**

This Certification Program Terms and Conditions, effective as of August 6<sup>th</sup>, 2024 (“Effective Date”), is made by and between Leverage to Lead LLC, a California limited liability company (“Leverage to Lead”), and Client registering and purchasing the ANCHOR Certification Program, and incorporates the terms and conditions of the Services Agreement with respect to the Services defined below (together, “Agreement”). The parties agree as follows:

1. **Services.** Beginning as of the Effective Date and continuing through Certification end date (“Term”), Leverage to Lead shall collaborate with Client to facilitate Leverage to Lead’s Human-Centered Practices content. The “Services” shall include the following:

**ANCHOR Certification Program**

- **Virtual Group sessions (approximately 1-2 hours each)**, with a Leverage to Lead instructor. Experience the Human-Centered Practices training and learn to facilitate the materials with others. Dates below subject to change with mutual agreement.
  - i. Level 1: Identity and Deep Listening, four virtual group sessions  
10AM-12PM PST on **9/5/2024**,  
10AM-11AM PST on **9/19/2024, 10/3/2024, 10/17/2024**
  - ii. Level 2: Power Dynamics and Co-Creating Equity in Relationships, four virtual group sessions  
10AM-12PM PST on **10/31/2024**,  
10AM-11AM PST on **11/14/2024, 12/5/2024, 12/19/2024**
  - iii. Level 3: Exploring Emotion and Inner Agility, five virtual group sessions  
10AM-12PM PST on **1/9/2025** and **1/23/2025**,  
10AM-11AM PST **2/6/2025, 2/20/2025, 3/6/2025**
- **Individual Processing Sessions (approximately 1 hour each, 2 per level)**, with a Leverage to Lead Instructor for individual questions, needs and development of facilitator vision.
- **Facilitator Community of Practice (“CoP”) virtual sessions (1 hour each, 1 each for Level), during the Certification Program**, to practice facilitating content with a supportive cohort of fellow facilitators.
  - i. Level 1: 10AM-11AM on **10/9/2024**  
Level 2: 10AM-11AM on **12/11/2024**  
Level 3: 10AM-11AM on **2/26/2025**
- **After ANCHOR-certified, for non-affiliated facilitators, the Facilitator CoP virtual sessions will be held quarterly for an additional fee.**
- **After ANCHOR-certified, for company-affiliated facilitators, the Facilitator CoP virtual sessions will be held quarterly, and will require a separate Certification Program License Agreement with Leverage to Lead and also require the Company to purchase licenses for a fee.**

2. **Estimated Timeline for Services; Timely Communication.** Services require ongoing, regular, timely communication between Leverage to Lead, Client’s designated project lead, Client, and Client’s designated facilitators-in-training. The parties shall collaborate to determine a mutually agreeable, final timeline for each phase of Services. Client understands that the estimated timeline above depends on Client’s preferences and capacity for commitment, and Leverage to Lead may adjust workshop dates as needed based on the pace of work by Client. Client agrees to reserve time in

advance for meetings, schedule and arrive on time for all coaching sessions and meetings, and inform Client's team members regarding the start of Services.

3. **Fee.** In consideration of Services provided by Leverage to Lead to Client, Client shall pay Leverage to Lead the fees in United States Dollars by ACH or wire transfer, e-check, or other payment method as designated by Leverage to Lead ("Fee") as follows:
  - a. **L2L Certification Levels One (1), Two (2), and Three (3): \$6,000 for one (1) Facilitator-in-training**, due upon registering;
  - b. **Licenses: additional fee.** Licenses expire after one year, and require renewal in accordance with each facilitator's Certification Program License Agreement.
4. **Termination for Convenience.** Either party may terminate this Agreement any time for any or no reason upon providing thirty (30) days' prior written notice to the other party. In the event Leverage to Lead terminates for its convenience, Client shall compensate Leverage to Lead for the value of all unpaid Services performed prior to the termination effective date, including Services scheduled to be performed during the thirty (30) day notice period above without any obligation to reduce or minimize performance. In the event Client terminates for its convenience, refunds of prepaid amounts shall not be issued and Client shall compensate Leverage to Lead for the value of all unpaid Services performed prior to the termination effective date, plus 50% of the fee attributable to the portion of the canceled Services as compensation for Leverage to Lead's reservation of its resources for fulfillment of the Services. If any additional amounts are owed upon termination, Leverage to Lead shall submit a final invoice to Client within thirty (30) days of the termination effective date, and Client shall pay the final invoice amount within fifteen (15) days after receipt. Reimbursement of prepaid amounts, if any is owed, shall be prorated according to the terms above and issued to Client within thirty (30) days after the termination effective date.
5. **Limited License; No Recordings or Distribution.** Leverage to Lead retains full ownership of all Intellectual Property (defined below) it provides, uses, or creates in the course of providing the Services, except with respect to any Confidential Information of Client. Leverage to Lead grants Client the non-transferable, nonexclusive, non-sublicensable, time-limited, revocable, royalty-free right to use, distribute, and display, but not modify, reproduce, transcribe, re-sell, or distribute externally, the materials Leverage to Lead makes available to Client for the limited, internal, and noncommercial purpose of preparing, training, and supporting Client's specific department or team, as identified in a Scope of Work, during the Term. The Services do not include permission for recording any planning, training, or coaching sessions or distributing session access or materials created by Leverage to Lead to any external third parties or other teams within Client's organization except as specifically provided in a separate Certification Program License Agreement. Client is responsible for ensuring its employees and representatives comply with all terms of the Agreement. In the event Client or its employees, contractors, or other representatives breach this provision, Client agrees to pay Leverage to Lead ten times the Fee, which is the valid pre-estimate of damages Leverage to Lead will sustain that is not capable of precise determination, and that this amount is not a penalty, but liquidated damages suffered as a result of Client using or selling Leverage to Lead's Intellectual Property outside of these expressly permitted and limited usage terms.
6. **Marketing and Publicity.** Leverage to Lead may use Client's name and approved logo on its website, in case studies, and in marketing materials as an example of its client portfolio, but shall not include any of Client's Confidential Information without prior written permission. Except as otherwise provided in this Agreement or a separate Certification Program License Agreement, neither party may use the other party's trademarks or issue any press release, publicity statement, or other public notice or disclosure relating to this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party.

## Services Agreement

This Services Agreement, effective as of the ANCHOR Certification Program purchase date, ("Effective Date") is entered into by and between Leverage to Lead LLC, a California limited liability company ("Leverage to Lead") and Client. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the completion or termination of of Client's ANCHOR Certification ("Term").
2. **Services.** During the Term, Leverage to Lead shall provide the Services and produce any deliverables as defined in the Terms and Conditions above.
3. **Changes to Services.** If Leverage to Lead encounters a situation or additional information which affects the extent or type of Services required, or if Client requests any changes to the Services which in Leverage to Lead's sole opinion alters the scope or type of Services originally contemplated, then Leverage to Lead shall promptly notify Client of the extent of the necessary changes to the Services and the changes in the fees and deadlines by providing a change order ("Change Order"). Leverage to Lead shall not be required to proceed with the performance of the Services pursuant to a Change Order until Client accepts the changes in the Services, and if applicable, the changes in the fees and deadlines, by executing the Change Order and returning the same to Leverage to Lead. To the extent that the Change Order requires the purchase of additional materials, Leverage to Lead shall request an additional deposit to cover the purchase price of those materials. Upon Client's execution of the Change Order, the original Agreement and all Change Orders shall comprise the entire Agreement.
4. **Payment.** Client shall pay the Fee as defined in the Terms and Conditions within fifteen (15) days after receipt of invoice, unless otherwise provided in a Scope of Work.
  - a. **Expenses.** Client shall be responsible for the costs of printing and materials, as well as reimbursing Leverage to Lead for any pre-approved business expenses (e.g., travel, mileage, lodging, etc.) and costs associated with performance of the Services. Client shall reimburse Leverage to Lead for those expenses within 15 days after receipt of an invoice and receipts or other supporting documentation from Leverage to Lead, which Leverage to Lead shall submit on a monthly basis.
  - a. **Late Payments.** In the event an invoice remains unpaid 15 days after the designated due date, Leverage to Lead reserves the right to suspend the performance of Services until all outstanding amounts are paid, and any suspension shall extend timelines by an equal number of days. Interest shall be charged on amounts past due at the lesser of 1.5% per month or the maximum interest rate allowed by law. Client shall pay all fees and costs (including reasonable attorneys' fees and costs) incurred by Leverage to Lead to enforce its right under this Agreement and all other collection costs and expenses.
5. **Termination.** The parties may terminate this Agreement or any portion of the Services as follows:
  - a. **Breach.** If either party breaches any provision in this Agreement and the breach is not cured within fifteen (15) days after the breaching party receives a detailed written notice from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party, immediately terminating this Agreement. In the event of termination due to breach by Leverage to Lead, the Client shall compensate Leverage to Lead for the value of all unpaid Services performed prior to the termination effective date. In the event of termination due to breach by Client, refunds of prepaid amounts shall not be issued and Client shall compensate Leverage to Lead for the full fee under the Agreement.
  - b. **Insolvency.** Leverage to Lead may terminate this Agreement and cease performance of Services and provision of deliverables immediately upon written notice to Client if (i) Leverage to Lead becomes aware of any reason Client may not be able to pay the amounts

owed under the Agreement in a timely manner and Client does not make reasonably sufficient reassurances of its ability to pay within forty-eight (48) hours after receipt of that notice, or (ii) Client makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, or is subject to the appointment of a receiver.

6. **Survival; Effects of Termination.** Sections concerning the parties' rights and obligations, which by the content of the section operate after termination or which are necessary to enforce any right, will survive any termination or expiration of the Agreement. For example, termination shall not excuse Client from its obligation to pay for Services and reimbursable expenses properly incurred and documented prior to the effective date of termination. Upon the disclosing party's request and upon termination of this Agreement, each party will return, delete, or otherwise destroy all Confidential Information of the other party, in any form or media, in its possession or under its control, except as necessary for tax and compliance purposes or to enforce its rights under this Agreement. Leverage to Lead shall be entitled to retain copies of all materials, documents, and reports it has prepared for Client for archival purposes or to prepare for the provision of additional or future services to Client.
7. **Mode of Work; Non-Exclusivity.** Leverage to Lead shall determine the method, details, and means of performing the Services. In the event Leverage to Lead performs Services at Client's premises or other facilities, as may be mutually agreed upon, Client shall provide adequate working space, equipment, and materials as Leverage to Lead may reasonably request to perform the Services. Leverage to Lead may engage qualified subcontractors to perform any of the Services, in which event Leverage to Lead shall be responsible for the subcontractor's performance of the Services. During the Term, including any renewals the parties may mutually agree upon, the engagement of Leverage to Lead shall be non-exclusive and Leverage to Lead shall retain the right to perform any and all services for other clients.
8. **Confidentiality.** Either party may provide Confidential Information (defined below) to the other party in connection with the performance of Services. Each party agrees that, except as necessary to perform the Services, it will not, during the Term and indefinitely after termination or expiration, directly or indirectly use or disclose the other party's Confidential Information to any other person, entity, or third party, without prior written approval from an authorized representative of the disclosing party. Each party shall take reasonable precautions, no less rigorous than the receiving party takes with respect to its own comparable Confidential Information and consistent with industry standards, to prevent unauthorized or inadvertent disclosure of the other party's Confidential Information. However, a receiving party may disclose the disclosing party's Confidential Information pursuant to any statute, regulation, order, subpoena, or document discovery request, provided that prior written notice of that disclosure is provided to the disclosing party immediately (or as soon as legally possible) to afford the disclosing party an opportunity to seek, at its own expense, a protective order. Should the disclosing party fail to seek or obtain a protective order, the receiving party may disclose the Confidential Information, as legally compelled, without liability. "Confidential Information" means non-public information (whether conveyed orally or in the form of drawings, schematics, specifications, or other technical information, reports, summaries, or presentations) concerning the disclosing party's products, designs, processes, techniques, know-how, algorithms, constructs, services, intellectual property, operations, concepts, management, relationships with other companies, actual and potential customers, marketing and business plans, cost data, and other financial data; and all of the foregoing information shall be considered the Confidential Information of the disclosing party regardless of whether it is marked or otherwise identified as confidential. Additionally, other information shall be considered the Confidential Information of the disclosing party if marked confidential or identified at the time of disclosure as confidential. Deliverables provided by Leverage to Lead as part of the Services or otherwise during the Term are Leverage to Lead's Confidential Information. Confidential Information shall not include any information that is or becomes publicly available through no fault

of the non-disclosing party, which is lawfully available from a third party, or which was known to the non-disclosing party prior to disclosure by the other party.

9. **Intellectual Property.** Except as expressly provided otherwise in this Agreement, each party owns and shall retain all rights in its brand name, logos, service marks, patents, copyrights, trade secrets, and proprietary processes, features, procedures, technology, ideas, designs, concepts, know-how, techniques, skills, and other proprietary rights of any kind under the laws of any foreign or domestic government authority, including rights in and to all applications, registrations, renewals, and extensions relating to any of these rights (collectively, "Intellectual Property"). The parties agree that, during the course of its dealings with Client and in the course of its performance of Services under this Agreement, Leverage to Lead and its employees and agents, may develop Intellectual Property pertaining to Services rendered under this Agreement. Subject to the terms of the Limited License section above, Leverage to Lead expressly reserves and retains all rights to all Intellectual Property developed during the performance of the Services, including without limitation: (i) all deliverables provided by Leverage to Lead to Client; (ii) all Intellectual Property, in any stage of development, that Leverage to Lead conceives, creates, develops, or reduces to practice in connection with performing the Services; (iii) all tangible embodiments (including models, presentations, prototypes, reports, samples, and summaries) of each item of Intellectual Property; and (iv) variations, derivatives, or improvements to Leverage to Lead's Intellectual Property. Except as expressly in the Limited License section above, Client may not copy, distribute, modify or make any other use of Leverage to Lead's Intellectual Property.
10. **Disclaimers.** Except as otherwise set forth in this Agreement, Leverage to Lead does not make and hereby specifically disclaims any representations or warranties, express or implied, regarding the Services and any deliverables contemplated by this Agreement, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.
  - a. **Results Not Guaranteed.** We make our Services available to support you, but because there are so many variables that determine the actual, potential, and future profits, losses, income, sales, expenses, and success of each unique individual (including without limitation market conditions, systemic barriers, and your own efforts, skill, knowledge, dedication, ability, network, and financial situation, among others, during and outside of our Certification Program), we do not guarantee that you will achieve any particular or general result, and we do not procure or attempt to obtain any employment, business, or sales for you. Any testimonials, statements, or opinions about our Services were provided voluntarily by actual clients and, while generally representative of our average client experience, they are not a guarantee of any particular results you may experience, which will vary. However, we believe that our knowledge and support gives you the best possible outcome, even when that result may not be what you or we originally anticipated.
  - b. **No Professional Services.** Leverage to Lead does not offer financial, legal, psychological counseling, psychoanalysis, behavioral therapy, or other professional services or advice, as we are not licensed professionals, and our Services are not a substitute for professional services or advice. We strongly recommend Client consults with its own investment advisor, tax or financial strategist, accountant, employment agent, business manager, lawyer, psychotherapist, or other licensed professional, as Client is ultimately responsible for determining what is best for its unique situation and for its own mental, emotional, physical, business, and financial wellness.
  - c. **Assumption of Risk.** We will offer resources, make referrals, and share our experiences. However, you are ultimately responsible for decisions you make, including whether to act on any of our recommendations. You knowingly and voluntarily assume all responsibility for your use and inability to use our Services, as well as all risks that may arise out of the Services and any business and personal decisions you may make during or after the

Services, regardless of whether those decisions are based on our recommendations. If you decide to work with a third party based on our referral, you understand our relationship with the referred individual or company is entirely separate from our relationship to perform Services for you, and you shall not hold us responsible for any outcome of your relationship with such third party.

11. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA, ARISING FROM OR RELATED TO THIS AGREEMENT. LEVERAGE TO LEAD'S MAXIMUM LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY CLIENT WITHIN SIX MONTHS PRIOR TO THE ASSERTION OF A CLAIM.
12. **Relationship of Parties.** Nothing contained in this Agreement shall be construed to constitute either party as a partner, agent, fiduciary, franchisor, or employee of the other. In both parties' dealings with third parties, neither party shall hold itself out as a partner, agent, fiduciary, franchisee, or employee of the other party. Neither party shall have authority to make any agreements or incur any liability on behalf of the other party, nor shall either party be liable for any acts, omissions to act, contracts, commitments, promises or representations made by the other, except as specifically authorized in this Agreement or as the parties may otherwise agree in writing. Any agreement made by a party in violation of this section shall be void.
13. **Force Majeure.** Leverage to Lead will not be liable for any delay or failure to meet an agreed upon deadline or perform the Services to the extent arising from any cause beyond the reasonable control of Leverage to Lead, including, without limitation, acts of God, floods, fires, epidemics and other public health and safety concerns, illness, strikes or other labor disputes, catastrophes, mechanical or electronic breakdowns, government orders and recommendations, local public health agency restriction and recommendations, loss of electricity or other utilities, acts of war or terrorism, civil unrest or similar, or delays or failures by Client in approving work or providing required materials or other failure to perform Client's obligations under this Agreement. Leverage to Lead shall not provide refunds for these or any other reasons; however, Leverage to Lead will, in its sole discretion, determine a reasonable alternative method of fulfillment or elect to reschedule to a future, mutually agreeable date.
14. **Representations and Warranties.** Each party represents and warrants to the other that (i) it is a business duly organized and registered, validly existing, and in good standing under the applicable laws of its state, county, and city; (ii) it has full corporate power and authority to carry on its business and enter into this Agreement; (iii) the execution and performance of this Agreement will not violate, cause a breach of, or be restricted by any agreements with third parties, or violate any applicable laws, government rules, regulations, or court orders; and (iv) to the best of its knowledge, both the granting of rights to the other party (including any grant of rights to Intellectual Property) and the exercise of those rights by the other party will not infringe or otherwise violate the intellectual property or other proprietary or contractual rights of any person or entity. Additionally, the individuals executing this Agreement of a party represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of that party, and that this Agreement is binding upon that party in accordance with its terms.
15. **Cumulative Remedies.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies described in this Agreement and allowed under applicable law.
16. **Notices.** All notices under this Agreement shall be in writing and shall be delivered in person or sent by registered mail, certified mail, confirmed email, confirmed facsimile, or other reliable form of receipted delivery (e.g., Federal Express) delivery fees prepaid, to the address of the other party as set forth in this Agreement or to such other address as such party shall have designated by notice in

the foregoing manner. Such notice shall be deemed effective upon receipt or refusal, as evidenced by a delivery receipt or confirmation email or facsimile.

17. **Assignment and Delegation.** This Agreement is binding on the parties and their respective successors and permitted assigns. No party may assign any of its rights or delegate any of its duties under this Agreement, except with the prior written consent of the other party; provided, however, that Leverage to Lead may engage employees, independent contractors, consultants, volunteer assistants or other persons or entities to aid Leverage to Lead in performing the services it provides under this Agreement. Such consent shall not be unreasonably withheld, conditioned, or delayed. This requirement covers all assignments of rights or duties, whether they are voluntary or involuntary; provided, however, that either party may assign this Agreement to an entity controlling, controlled by or under common control with the assignor, or in connection with the merger or reorganization of the assignor, or in connection with the sale or other transfer of all or substantially all of the assignor's assets. Any other purported assignment of rights or delegation of duties in violation of this section is void.
18. **No Third Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.
19. **Dispute Resolution.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within seven (7) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice and response shall include with reasonable particularity: (a) a statement of each party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place ("First Meeting"). All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. At no time prior to the First Meeting shall either party initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by American Arbitration Association under its Commercial Mediation Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of the written notice of dispute, response to that notice, and First Meeting above. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures specified above are pending and for fifteen (15) calendar days thereafter.
20. **Arbitration.** If any dispute is not resolved pursuant to the dispute resolution provision above, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any mediation or arbitration conducted pursuant to this paragraph shall be held and administered in Marin County, California. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
21. **Governing Law and Consent to Jurisdiction.** This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law provisions. Any matter involving

interpretation or enforcement of this Agreement shall be brought in the state or federal courts in Marin County, California. The parties accept the exclusive and personal jurisdiction of those courts. If any action is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable costs and expenses incurred in connection with the action, including reasonable attorney's fees.

22. **Waiver.** Failure by either party to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision. No waiver of any breach of any provisions of this Agreement will be effective unless set forth in an agreement in writing signed by the party against which enforcement of such waiver is sought, and no waiver of any breach will be deemed to be a waiver of any other or subsequent breach.
23. **Severability.** In the event that any portion of this Agreement is declared invalid, illegal, or unenforceable for any reason, the remaining portions of this Agreement shall remain in full force and effect.
24. **Interpretation.** This Agreement is the product of an arms-length negotiation between the parties, with each of the parties being represented by legal counsel of its choice. Accordingly, in any interpretation of this Agreement, it shall be deemed that this Agreement was prepared jointly by the parties, and no ambiguity shall be construed or resolved against either party on the premise or presumption that the party was responsible for drafting this Agreement.
25. **Entire Agreement.** This Agreement, as well as any signed Scope of Work or Change Order(s), is the exclusive agreement between the parties with respect to its subject matter and as of its date supersedes all prior agreements, negotiations, representations, and proposals, written or oral, related to its subject matter. Its terms cannot be modified, supplemented, or rescinded except by an agreement in writing signed by an authorized officer of all parties. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealing. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly included in this Agreement.