

Online Planroom Terms and Conditions

PLEASE READ THESE SITE TERMS OF USE CAREFULLY BEFORE USING THIS WEB SITE. THESE SITE TERMS OF USE (THE "TERMS OF USE") GOVERN YOUR ACCESS TO AND USE OF THE SITE. THE SITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE SITE. BY ACCESSING OR USING THE WEB SITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

1. ACCEPTANCE OF TERMS.

Lynn Imaging, dba, Lynn Blue Print and Supply Co. (hereinafter referred to as "Lynn Imaging") provides Online Planroom (hereinafter referred to as the "SITE"), subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular Lynn Imaging owned or operated Sites, you and Lynn Imaging shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time and by using Lynn Imaging's Site, you agree to be bound by the following TOS. All such guidelines or rules are hereby incorporated by reference into the TOS. Lynn Imaging may also offer other services that are governed by different Terms of Service. The Site is provided by Lynn Imaging and available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the Site.

2. MODIFICATION OF TERMS.

Lynn Imaging shall have the right, at any time and without prior notice, to revise these Terms and Conditions with respect to your access to or use of this Site. Such revisions shall be effective immediately upon the posting of the revised Terms and Conditions on this Site. Any access or use of this Site by you after such posting of the revised Terms and Conditions shall constitute and be deemed to be your acceptance to such revised Terms and Conditions. Lynn Imaging may also change or impose fees for products and services provided through the Site at any time in its sole discretion. Lynn Imaging may also establish or change, at any time, its general practices and limits concerning other Lynn Imaging products and services in its sole discretion.

3. MODIFICATIONS TO SITE.

Lynn Imaging reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Lynn Imaging shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

4. SITE CONTENT.

The information and materials posted on this Site may contain errors, omissions, or typographical errors or may be out of date. Lynn Imaging may change, delete, or update any posted information or materials at any time and without prior notice.

5. TRADEMARKS AND COPYRIGHTS.

Unless otherwise noted, the trademarks, logos, and Site marks used on this Site are owned by Lynn Imaging or third parties that have licensed their use to Lynn Imaging. You may print and download material solely in connection with your use of the services and/or goods provided through this Site. You agree to protect all copyright and other proprietary rights of Lynn Imaging and/or its licensors in materials downloaded from this Site.

6. ORDERING PRODUCTS AND SERVICES

The products and services offered in this site are not free of charge. You agree to pay for the products and services that you use. Those products and services include, but are not limited to, printing of documents and electronic download of files. In addition, you agree to bear the cost of shipping, if incurred.

7. SHIPPING CHARGES

The system sets default shipping methods for the shipping of items on a per user basis. Most of the shipping methods result in a charge to you, the orderer. These methods vary in cost; for instance, UPS overnight costs more than UPS Ground. These shipping methods may be changed by you for a particular order during the ordering process. If you order products to be delivered to a third party, they will be delivered either according to the default shipping method contained within that users record or by the method you select for each user during the ordering process. You agree to pay all costs of shipping for any orders you place.

8. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lynn Imaging has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Lynn Imaging has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

9. LYNN IMAGING PRIVACY POLICY.

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.lynnimaging.com/files/privacypolicy>.

10. CUSTOMER ACCOUNT, PASSWORD AND SECURITY.

You will receive a password and account designation upon completing the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Lynn Imaging of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Lynn Imaging cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 10.

11. CUSTOMER CONDUCT

You understand that all information, data, text, software, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Lynn Imaging, are entirely responsible for all Content that you submit for upload, post or email and made available via the Site. You understand that by using the Site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Lynn Imaging be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content submitted for upload, post or email and made available via the Site. You agree to not use the Site to:

- a. Submit for upload, post, or email any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Lynn Imaging official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site;
- e. submit for upload, post or email any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or

disclosed as part of employment relationships or under nondisclosure agreements);

f. submit for upload, post or email any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

g. submit for upload, post or email or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including, without limitation, viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any data, system or the Site.

h. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

i. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

j. "stalk" or otherwise harass another; or

k. collect or store personal data about other users.

l. You will not use or access any service, information, application or software available via the Site in a manner not expressly permitted by Lynn Imaging. You acknowledge that Lynn Imaging may or may not pre-screen Content, but that Lynn Imaging and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Site. Without limiting the foregoing, Lynn Imaging and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge, consent and agree that Lynn Imaging may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Lynn Imaging, its users and the public. You understand that the technical processing and transmission of the Site, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Lynn Imaging and/or content providers who provide content to the Site. You may not attempt to override or circumvent any of the usage rules embedded into the Site. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Site, in whole or in part, is strictly prohibited.

12. SPECIAL ADMONITIONS FOR INTERNATIONAL USE.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

13. VENUE ONLY.

This Site is a venue where owners, architects, contractors and others can post notice in connection with construction projects, order the reproduction and distribution of documents to certain parties in connection with construction projects, and/or purchase documents in connection with construction projects. Lynn Imaging is not involved in the actual transaction between any owner, architect, contractor or other party with respect to any construction project for which notices are posted and/or documents are obtained through this Site, including, but not limited to, the acceptance of bids from any party in connection with any construction project.

14. INDEMNITY.

You agree to indemnify and hold Lynn Imaging, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Site, your use of the Site, your connection to the Site, your violation of the TOS, or your violation of any rights of another.

15. NO RESALE OF SITE.

a. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Site (including your Lynn Imaging I.D.), use of the Site, or access to the Site. You further agree not to reproduce, duplicate or copy items obtained from this site for resale to third parties without the express written consent of Lynn Imaging and the originator of the item.

b. You agree that all items you submit to be made available to this Site will not be made available from this site to third parties for the purpose of resale.

16. TERMINATION.

You agree that Lynn Imaging may, under certain circumstances and without prior notice, immediately terminate your Lynn Imaging account, any associated email address, and access to the Site. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Site (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your Lynn Imaging account includes (a) removal of access to all offerings within the Site, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Site. Further, you agree that all terminations for cause shall be made in Lynn Imaging's sole discretion and that Lynn Imaging shall not be liable to you or any third-party for any termination of your account or access to the Site.

17. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. LYNN IMAGING MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SITE, THE SERVICES, THE INFORMATION OR THE CONTENT. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LYNN IMAGING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LYNN IMAGING OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

18. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER LYNN IMAGING NOR ITS AFFILIATES SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LYNN IMAGING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), AND SHALL NOT BE REQUIRED TO MAKE ANY ADJUSTMENT, REFUND OR CREDIT OF ANY KIND TO YOU TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY OR RESULTS FROM:

- (i) The use or the inability to use the site;
- (ii) The cost of procurement of substitute goods and sites resulting from any goods, data, information or sites purchased or obtained or messages received or transactions entered into through or from the site;
- (iii) Unauthorized access to or alteration of your transmissions or data or the loss, corruption or irretrievability of, or damage to, any information or content regarding the printed products used or stored by Lynn Imaging;
- (iv) Statements or conduct of any third party on the site or Lynn Imaging's provision of advice, assistance or guidance
- (v) Your acts, defaults or omissions;
- (vi) Your violation of any of the terms and conditions contained in these terms & conditions, as amended from time to time;
- (vii) Viruses, worms, trojan horses and other forms of harmful code that are not detected or removed using Lynn Imaging's standard virus-detection procedures;
- (viii) Criminal acts, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, war, national or local disruptions in electronic and transportation networks, failures of internet service providers, weather phenomena, strikes, natural disasters, and disruption or failure of communication and information systems; the nature of the shipment, including any defect, characteristic or inherent vice of the shipment; your failure to provide an accurate shipping address or other information that you are asked to provide in connection with the provision of services;
- (ix) Acts, defaults or omissions of any person or entity other than Lynn Imaging, including our compliance with verbal or written instructions from the sender, recipient or persons claiming to represent the shipper or recipient;
- (x) Lynn Imaging's inability to provide a copy of the delivery record or a copy of any signature obtained at delivery;
- (xi) Lynn Imaging's failure to notify you of any delay, loss or damage in connection with your printed products or shipment or any inaccuracy in such notice;
- (xii) Lynn Imaging's release of shipments without obtaining a signature; or
- (xiii) Any other matter relating to the Site.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT LYNN IMAGING IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, LYNN IMAGING SHALL BE RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LYNN IMAGING BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE SITE, CONTENT OR INFORMATION WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LYNN IMAGING IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

19. EXCLUSIONS AND LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

20. COPYRIGHTS.

a. In providing any copyrighted document to Lynn Imaging for reproduction and/or distribution, you represent to Lynn Imaging that you are the copyright owner of such document or, in the alternative, that you have the express written

permission of the copyright owner that Lynn Imaging may reproduce and/or distribute such document. Lynn Imaging has the right to refuse any order for the reproduction and/or distribution of any and all documents.

b. In obtaining any documents from Lynn Imaging through your use of this Site, you acknowledge that such documents may contain copyrighted materials owned by the owner, architect, contractor, engineer or others, protected under U.S. Copyright law, Title 17, United States Code and, as such, any reproduction, alteration or reuse of any such documents without the express written permission of the copyright owner may be prohibited by law.

c. Further, you acknowledge that any document obtained through your use of this Site may contain errors or may be out of date. Neither the owner, architect, or contractor are obligated to provide corrected or updated documents. Thus, Lynn Imaging has no control over the accuracy of any documents obtained through your use of this Site.

21. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Lynn Imaging respects the intellectual property of others, and we ask our users to do the same. Lynn Imaging may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Lynn Imaging's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Lynn Imaging's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows: By mail: Glenn Norvell, CFO Copyright Agent c/o Lynn Imaging 328 Old Vine Street Lexington, KY 40507 By phone: (859) 255-1021 By fax: (859) 252-4108 By email: gnorvell@lynnimaging.com

22. GENERAL INFORMATION.

Entire Agreement. The TOS constitute the entire agreement between you and Lynn Imaging and govern your use of the Site, superseding any prior agreements between you and Lynn Imaging. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Lynn Imaging Sites, affiliate Sites, third-party content or third-party software. Choice of Law and Forum. These Terms and Conditions and relationship between you and Lynn Imaging are governed by the laws of the Commonwealth of Kentucky, without giving effect to any principles of conflicts of law. Any litigation concerning these Terms & Conditions or other uses of this site shall be brought in Fayette County, Kentucky, and you consent to the exercise of personal jurisdiction over you by such courts. Waiver and Severability of Terms. The failure of Lynn Imaging to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. No Right of Survivorship and Non-Transferability. You agree that your Lynn Imaging account is non-transferable and any rights to your Lynn Imaging I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of

or related to use of the Site or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

23. VIOLATIONS.

Please report any violations of the TOS to our Customer Care group.

24. INBOUND LINKING.

Linking to any page of the Web Site other than to <http://www.lynnimaging.com> through a plain text link is strictly prohibited in the absence of a separate linking agreement with Lynn Imaging. Any web site or other device that links to <http://www.lynnimaging.com> or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that Lynn Imaging or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with Lynn Imaging or any of its affiliates, (e) presenting false information about Lynn Imaging products or services, and (f) using any logo or mark of Lynn Imaging or any of its affiliates without express written permission from Lynn Imaging.

25. USE AND STORAGE OF MATERIALS.

You acknowledge that Lynn Imaging may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that postings or other uploaded content will be retained by Lynn Imaging on the Site, the maximum disk space that will be allotted on Lynn Imaging's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Lynn Imaging has no responsibility or liability for the deletion or failure to store any communications or other Content maintained or transmitted by the Service. You acknowledge that Lynn Imaging reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Lynn Imaging reserves the right to modify these general practices and limits from time to time.

26. LYNN IMAGING'S PROPRIETARY RIGHTS.

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Lynn Imaging or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Lynn Imaging grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Lynn Imaging for use in accessing the Service.

27. ORDER ACCEPTANCE

The receipt of an e-mail or electronic order confirmation does not constitute the acceptance of an order or a confirmation of an order to sell. Lynn Imaging reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order. No obligation to provide services exists between You and Lynn Imaging until Lynn Imaging exercises the authorization to charge your credit card or other account, and the charge is validated and accepted by Your credit card company or other account.

28. WRITTEN DOCUMENT

You may preserve these TOS in written form by printing them for your records, and you waive any other requirement that these TOS be evidenced by a written document.

29. COMPLETE AGREEMENT

Except as expressly provided in a separate license, service or other written agreement between you and Lynn Imaging, these terms of use constitute the entire agreement between you and Lynn Imaging with respect to the use of the Site and any software or service, information and content contained therein, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.