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12.9 **Order of Precedence**. In the event of conflict or inconsistency among the Product Guide, this Agreement and the Order Form, the following order of precedence shall apply: (a) the Product Guide, (b) this Agreement and (c) the Order Form. With respect to any inconsistency between this Agreement and an Order Form, the terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any Order Form, acknowledgement or confirmation or other document issued by Digital Fuel.

12.10 **Entire Agreement**. This Agreement, including accepted Order Forms and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of both parties.

12.11 **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 12.11).