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- 20.9) *Order of Precedence*: Notwithstanding anything to contrary contained herein, if you are required to arbitrate any claim or dispute that arises out of or relate in any way to any Services provided to you by HDS or any of its affiliated entities under any other agreement with HDS prior to the effective date of this Agreement (“Prior Agreement”), the dispute resolution terms contained in the Prior Agreement shall control with respect to those Services. Otherwise, the dispute resolution terms contained in this Agreement shall control.
- 21) *Miscellaneous*. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit HDS's rights and remedies available at law or in equity. HDS's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by HDS to third parties.
- 22) *How to Contact HDS*. For any questions regarding this Subscriber Agreement, billing or other, please see your invoice or contact HDS at one of the following:
- Email: [online.sales@hdvideo.solutions](mailto:online.sales@hdvideo.solutions)
  - Phone: (865) 441-6039
  - U.S. Mail: P.O. Box 793, Vonore, TN 37885