



MASTER SERVICES AGREEMENT TERMS & CONDITIONS

Terms & Conditions

1. DEFINITIONS

“Active Location” means a Customer facility for which Services are available with at least one Service Contractor relationship with an “open date” that is blank or occurs prior to the applicable monthly billing date, solely as designated and updated by Customer in the Customer Data.

“Active Technician” means a Customer Technician for which the Services are available that is entered as Customer Data.

“Actual Units” means the actual number of units of a Service that Customer uses, including without limitation, Active Locations and Active Technicians.

“Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity for so long as such control continues to exist.

“Agreement” means these terms and conditions, along with any applicable Product Order Form(s) and any exhibit, amendment or addendum to any of the foregoing.

“Beta Services” means INEX-TECH’s services that are not generally available to customers.

“Contracted Units” mean the units of a Service that Customer orders as set forth on the Product Order Form, including, but not limited to the number of Customer Locations and Customer Technicians.

“Customer Content” means all materials, including without limitation information, data, text, graphics, or materials generated in any form or media, provided by Customer or its authorized Service Contractors to INEX-TECH for use or posting on or in connection with the Services relating to the fulfillment of the commercial relationship between Customer and its Service Contractors together with related performance data and billing information.

“Customer Data” means Customer Content and other electronic data and information submitted by or for Customer to the Services or collected and processed by or for Customer using the Services, excluding INEX-TECH Content.

“Customer Location” means a Customer facility.

“Customer Technician” means a Customer employee that maintains and repairs facilities, equipment and property of Customer at Customer Locations or perform related services thereat.

“Documentation” means INEX-TECH’s online user guides, documentation and help and training materials, as updated from time to time.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Product Order Form” means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and INEX-TECH or any of its Affiliates, including any addenda and supplements thereto. By entering into a Product Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Service Contractors” means third parties that provide materials or services to Customer and/or maintain and repair facilities, equipment and property of Customer at Customer Locations or perform related services thereat.

“INEX-TECH Content” means materials, including but not limited to any computer software (in object code and source code form), data or information (including data and information about Service Contractors), know-how, methodologies, ALPR equipment or processes developed or provided by INEX-TECH under this Agreement, or used on, to, in connection with or to create or operate the Services or any part thereof, including without limitation all copyrights, trademarks, patents and trade secrets and any other proprietary rights therein, excluding Customer Content.

“Services” means the products and services that are ordered by Customer and specified on a Product Order Form and may include access to websites, implementation services, customer service, support and maintenance.

“User” means an individual who is authorized by Customer to use a Service with respect to an applicable Customer Technician or Customer Location, for whose Customer Location has ordered the Service, and to whom Customer (or INEX-TECH at Customer’s request) has supplied a user identification and password. Users may include, for example, Customer’s employees, consultants, contractors and agents and third parties with which Customer transacts business.

2. INEX-TECH RESPONSIBILITIES

2.1 Overview. INEX-TECH will provide access to the Services, including enabling Customer to maintain a database (Customer Data) of vendors and service providers (Service Contractors) for their business locations, to administer requests for products and services from such vendors, to confirm execution of such services, to process bills for such products and services and, if specified in an applicable Product Order Form, to effect payment of such bills.



2.2 Provision of Services. Subject to the terms and conditions of this Agreement and pursuant to the applicable Product Order Form(s), INEX-TECH will (a) maintain and operate the Services via the INEX-TECH IZCloud website in accordance with industry standards, (b) make the Services and INEX-TECH Content available to Customer and (c) schedule maintenance, upgrades and required repairs in a manner and at a time that will reasonably minimize disruption to Customer's use of the Services; in each case, in accordance with the then-current INEX-TECH service levels, it as may be amended from time to time, and excepting any unavailability caused by circumstances beyond INEX-TECH's reasonable control, including, for example, an act of god, government or terror, flood, fire, earthquake, civil unrest, strike or other labor problem (other than one involving INEX-TECH's employees), Internet service provider failure, delay or denial of service or attack. If Customer uses any of INEX-TECH's payment services, the Payment Services Terms and Conditions located at <http://www.inextechnologies.com/payment-services-terms-and-conditions/>, as amended from time to time, will apply.

2.3 Protection of Customer Data. INEX-TECH will maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. It may be amended from time to time. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by INEX-TECH's personnel, except (a) to provide Services and prevent or address service or technical problems, (b) as compelled by law or (c) as Customer expressly permits in writing.

2.4 INEX-TECH Personnel. INEX-TECH will be responsible for the performance of its personnel and such individuals' compliance with INEX-TECH's obligations under this Agreement, except as otherwise specified herein.

2.5 Beta Services. From time to time, INEX-TECH may invite Customer to try Beta Services. Customer may accept or decline any such trial in Customer's sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported and may be subject to additional terms. Unless otherwise stated, access to any Beta Services will expire upon the earlier of one (1) year from the trial start date or the date that a version of the Beta Services becomes generally commercially available. INEX-TECH may discontinue Beta Services at any time in INEX-TECH's sole discretion and may never make them generally commercially available. INEX-TECH will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.6 End of Life. Customer acknowledges and agrees that INEX-TECH may discontinue any Service upon at least twelve (12) months prior written notice to Customer ("End of Life"). In the event of a planned End of Life, the parties agree to negotiate in good faith the transition of Customer to a replacement Service to be delivered within a commercially reasonable timeframe to support the specified End of Life. Upon Customer's acceptance of the replacement Service, the Agreement shall continue in accordance with the applicable Product Order Form.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Product Order Form, (a) Services are purchased as subscriptions, (b) subscriptions (including additional Contracted Units and Actual Units) may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

3.2 Access and Use. Subject to the terms and conditions of this Agreement, INEX-TECH hereby grants to Customer a non-exclusive, nontransferable (except as otherwise set forth herein) license to access and use the IZCloud Services, including to post, access, display, print and download Customer Data.

3.3 Usage Limits. Services and INEX-TECH Content are subject to usage limits, including, for example, the quantities specified in Product Order Forms. Unless otherwise specified, (a) a quantity in a Product Order Form refers only to the number of Contracted Units or Actual Units, for use only by Users authorized by Customer to use the Services with respect to the applicable Contracted Units or Actual Units, and the Services may not be accessed by any other party, (b) a User's password may not be shared with any other individual and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or INEX-TECH Content. If Customer exceeds a contractual usage limit, then for Actual Units, INEX-TECH will automatically invoice Customer for additional Actual Units without the requirement of a new Product Order Form. Alternatively, INEX-TECH may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding INEX-TECH's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute a Product Order Form for additional quantities of the applicable Services or INEX-TECH Content promptly upon INEX-TECH's request, and/or pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).

3.4 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data (including promptly updating Active Locations using the Services and changing the status of or removing from Customer Data former Active Locations that are no longer Active Locations) and the means by which Customer acquired Customer Data (INEX-TECH does not review any information or data contained in Customer Data for accuracy or completeness), (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and INEX-TECH Content and notify INEX-TECH



promptly of any such unauthorized access or use and (d) use Services and INEX-TECH Content only in accordance with the Documentation and applicable laws and government regulations.

3.5 Usage Restrictions. Customer will not, directly or indirectly, (a) make any Service or INEX-TECH Content available to, or use any Service or INEX-TECH Content for the benefit of, anyone other than Customer and its Affiliates or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or INEX-TECH Content, or include any Service or INEX-TECH Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous or otherwise unlawful or tortious material or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or INEX-TECH Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or INEX-TECH Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy INEX-TECH Content except as permitted herein or in a Product Order Form or the Documentation, (j) frame or mirror any part of any Service or INEX-TECH Content, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the Documentation, (k) access any Service or INEX-TECH Content in order to build a competitive product or service or (l) reverse engineer any Service or INEX-TECH Content (to the extent such restriction is permitted by law).

4. SERVICE CONTRACTORS

4.1 Acquisition of Non-INEX-TECH Products and Services. Through the Services, Customer may request, track and administer contractor services of Service Contractors or other third parties such as monitoring companies. Any acquisition by Customer of third-party data, products or services, and any exchange of data between Customer and any applicable party (including a Service Contractor), is solely between Customer and the applicable third party. INEX-TECH does not warrant or support any such products or services of Service Contractors, whether or not they are designated by INEX-TECH as "certified" or otherwise, except as specified in a Product Order Form.

4.2 Access to Customer Data. If Customer enables Service Contractors to access Customer Data for use with a Service, Customer grants INEX-TECH permission to allow such party to access Customer Data as required for the Service. INEX-TECH is not responsible for any disclosure, modification or deletion of Customer Data resulting from such access.

4.3 Relationship with Service Contractors. INEX-TECH may charge a third-party service contractor fees for access, processing transactions, reports or integrations or providing and posting specific data content in the ordinary course of business between INEX-TECH and such Service Contractor. INEX-TECH does not assess the adequacy of the repairs or services rendered by Service Contractors who are wholly responsible to Customer with respect thereto. Any question concerning the accuracy of Customer Data or any omission therein shall be addressed to Customer or the applicable Service Contractor who rendered (or was supposed to supply or perform) the services, parts or repairs in question. In addition, INEX-TECH shall have the right to market other services and business tools to Service Contractors for fees.

5. FEES AND PAYMENT FOR SERVICES

5.1 Fees. Customer will pay all fees specified in Product Order Forms. Except as otherwise specified herein or in a Product Order Form, (a) fees are based on Services purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, unless otherwise specified in the agreement (c) quantities purchased cannot be decreased during the relevant subscription term other than as explicitly provided herein and (d) monthly fees will continue to accrue for all Actual Units so long as they remain so designated and will be adjusted on a monthly basis to reflect any increase or decrease therein, provided that monthly fees will be equal to the greater of those due for the number of Actual Units or Contracted Units.

5.2 Invoicing and Payment. Unless otherwise stated in an applicable Product Order Form, INEX-TECH will, through the Services, (a) for annual fees, provide Customer, on the Effective Date and each anniversary of the Subscription Term Start Date, with an invoice reflecting the fees due and (b) for monthly fees, on a monthly basis, provide Customer, on a monthly basis, with a single invoice reflecting the fees due for services rendered, based upon the greater of the number of Actual Units or the number of Contracted Units as calculated on the last day of the prior month, for the current month's service period. Unless otherwise stated in the Product Order Form, invoiced charges are due net thirty (30) days from the invoice date. If INEX-TECH detects a difference between the fees charged to Customer pursuant to a particular monthly invoice and the fees due from Customer in accordance with the number of Actual Units during such month (with such total equal to the maximum number of Actual Units during such month), INEX-TECH will debit or credit the subsequent monthly invoice to Customer accordingly. Customer is responsible for providing complete and accurate billing and contact information to INEX-TECH, including valid credit card information (if applicable), and notifying INEX-TECH of any changes to such information. If Customer provides credit card information to INEX-TECH, Customer authorizes INEX-TECH to charge such credit card for all Services for the applicable initial subscription term(s) and any renewals thereof, in accordance with the applicable Product Order Form(s) and this Agreement.



5.3 Overdue Charges. If any invoiced amount is not received by INEX-TECH by the due date, then without limiting INEX-TECH's rights or remedies, (a) those charges may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) INEX-TECH may condition future subscription renewals and Product Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment), and/or (c) INEX-TECH may charge Customer any attorneys' fees and/or collection costs incurred by INEX-TECH in collecting such past due amounts from Customer.

5.4 Suspension of Service and Acceleration. If any amount owing by Customer under this or any other agreement for INEX-TECH's services is thirty (30) or more days overdue, INEX-TECH may, without limiting INEX-TECH's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements through the remaining term(s) thereof so that all such obligations become immediately due and payable and suspend INEX-TECH's services to Customer until such amounts are paid in full. INEX-TECH will give Customer at least ten (10) days' prior notice that Customer's account is overdue, in accordance with Section 12.4 (Notice), before suspending services to Customer.

5.5 Payment Disputes. INEX-TECH will not exercise its rights under Sections 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) above only if Customer notifies INEX-TECH of a payment dispute within ten (10) days of receipt of the applicable invoice, is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If a dispute is not raised within such period, the invoice shall be deemed to have been accepted by Customer.

5.6 Taxes. INEX-TECH's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If INEX-TECH has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5.6, INEX-TECH will invoice Customer and Customer will pay that amount unless Customer provides INEX-TECH with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, INEX-TECH is solely responsible for Taxes assessable against INEX-TECH based on INEX-TECH's income, property and employees, and not for any other Taxes, including without limitation any sales taxes in connection with services or materials provided to Customer by third parties, including Service Contractors, or any fees or other amounts payable to or requested by any third parties in connection therewith.

5.7 Future Functionality. Customer agrees that Customer's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by INEX-TECH regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, INEX-TECH and its licensors reserve all respective right, title and interest in and to the Services and INEX-TECH Content and Software, including all respective intellectual property rights therein or related thereto. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 License to INEX-TECH Content. INEX-TECH hereby grants to Customer a worldwide, non-exclusive, limited-term, revocable license to access and use INEX-TECH IZCLOUD Service accessed by Customer pursuant to Product Order Forms, subject to those Product Order Forms, this Agreement and the Documentation.

6.3 License to Customer Data. Customer hereby grants to INEX-TECH and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable and sublicensable license to host, use, copy, modify, distribute, transmit and display Customer Data as necessary for INEX-TECH to provide the Services and for INEX-TECH's internal business purposes. Subject to the licenses granted herein, INEX-TECH acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data. Notwithstanding the foregoing, INEX-TECH shall have the right to use service transaction data provided by Service Contractors and Customer through the Services and to compile, use, distribute, copy, incorporate, report on, create derivatives of and otherwise benefit from Anonymous Data for INEX-TECH's business purposes, including but not limited to assessing the operation and organizational effectiveness of the INEX-TECH website or Services (including benchmarking, performance and usage), for use in INEX-TECH's existing or future products or services and marketing, internal or external reporting and/or management purposes, and any other rights to use or otherwise benefit from Customer Data as agreed to by Customer through the Services. "Anonymous Data" means data submitted to or collected or generated by INEX-TECH in connection with Customer's use of the Service, but only in anonymized form that is not linked specifically to Customer.

6.4 Feedback. Customer hereby assigns and agrees to assign to INEX-TECH all right, title and interest in and to any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services.

7. CONFIDENTIAL INFORMATION



7.1 Definition. Each party agrees that the business, technical and financial information, including without limitation all software, source code, inventions, algorithms, know-how, ideas and the terms and conditions of this Agreement, that is designated in writing as confidential, or is disclosed in a manner from which a reasonable person would understand the confidential nature thereof, shall be the confidential property of the disclosing party and its licensors ("Confidential Information"). Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation or (d) is independently developed by the receiving party.

7.2 Confidentiality. Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, independent contractors and clients in writing.

7.3 Return of Confidential Information. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to the disclosing party in industry standard format, and the receiving party will make no further use of such materials, except to the extent that such party has a continuing right to such materials herein.

7.4 Required Disclosure. If required by law, the receiving party may disclose Confidential Information but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

7.5 Relief. Money damages will not be an adequate remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 INEX-TECH Warranties. INEX-TECH warrants that (a) the Services will perform materially in accordance with the applicable Documentation, (b) INEX-TECH will not materially decrease the functionality of the Services during a subscription term and (c) INEX-TECH Content will not introduce Malicious Code into Customer's systems.

8.3 Procedure; Sole Remedy. Customer must notify INEX-TECH of any warranty deficiencies within thirty (30) days from performance of the relevant Services in order to receive warranty remedies. For any breach of the express warranties set forth above, Customer's exclusive remedy shall be the performance or correction of the deficiency. If INEX-TECH is unable to reperform or correct such deficiency, Customer shall be entitled to end such deficient Service and recover the portion of the fees prepaid to INEX-TECH for such Service prior to such notification, and such refund shall be INEX-TECH's entire liability.

8.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF SERVICE, TIMELINESS, RELIABILITY, AVAILABILITY, SUITABILITY, ACCURACY, COMPLETENESS OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. INEX-TECH CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by INEX-TECH. INEX-TECH will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of a Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded to such third party against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided Customer (i) promptly gives INEX-TECH written notice of the Claim Against Customer, (ii) gives INEX-TECH sole control of the defense and settlement of the Claim Against Customer (except that INEX-TECH may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives INEX-TECH all reasonable assistance, at INEX-TECH's expense. If INEX-TECH receives information about an infringement or misappropriation claim related to a Service, INEX-TECH may in its sole discretion and at no cost to Customer (A) replace or modify the Service so that it no longer infringes or misappropriates, (B) procure for Customer the right to continue using that Service, or (C) terminate Customer's subscriptions for that Service and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Customer Data or Customer's breach of this Agreement. The foregoing obligations shall not apply to: (1) Services modified by any party other than INEX-TECH, if the alleged infringement relates to such modification, (2) Services combined or bundled with any non-INEX-TECH services or materials where the



alleged infringement relates to such combination, (3) Services created to the specifications of Customer; or (4) infringement or misappropriation of any proprietary right in which Customer has an interest. This Section 9.1 states INEX-TECH 's sole liability to, and Customer's exclusive remedy against, any type of claim described in this Section 9.1.

9.2 Indemnification by Customer. Customer will defend INEX-TECH against any claim, demand, suit or proceeding made or brought against INEX-TECH by a third party (a "Claim Against INEX-TECH") arising out of or in connection with (a) Customer Data, (b) Customer's use of any Service or INEX-TECH Content in breach of this Agreement that infringes or misappropriates such third party's intellectual property rights or violates applicable law, (c) Service Contractor activities or Customer's agreement with a Service Contractor, (d) any representation or warranty of or covenant made by Customer hereunder, (e) any other failure of Customer or any Service Contractor to comply with any obligation set forth herein or to be performed hereunder for any reason or (f) any claim that INEX-TECH is liable to a Service Contractor for the payment obligations of Customer to its respective Service Contractors for services performed, and will indemnify INEX-TECH from any damages, attorney fees and costs finally awarded to such third party against INEX-TECH as a result of, or for any amounts paid by INEX-TECH under a court-approved settlement of, a Claim Against INEX-TECH, provided INEX-TECH (i) promptly gives Customer written notice of the Claim Against INEX-TECH, (ii) gives Customer sole control of the defense and settlement of the Claim Against INEX-TECH (except that Customer may not settle any Claim Against INEX-TECH unless it unconditionally releases INEX-TECH of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.

10. LIMITATION OF LIABILITY

10.1 Cap on Damages. INEX-TECH 'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE APPLICABLE SERVICE IN THE THREE (3) MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL INEX-TECH 'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER DURING THE PREVIOUS THREE (3) MONTH PERIOD. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Product Order Forms hereunder have expired or have been terminated. The Subscription Term commences on the Subscription Term Start Date.

11.2 Term of Purchased Subscriptions. The term of each subscription to Services shall be as specified in the applicable Product Order Form. The subscription term of any Services pursuant to a Product Order Form with an Effective Date subsequent to the first Product Order Form hereunder will be deemed to expire, terminate or renew in accordance with the terms herein on the same date as the subscription term under such first Product Order Form. Except as otherwise specified in a Product Order Form, subscriptions to Services will automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The pricing during any automatic renewal term will automatically increase to an amount equal to pricing during the immediately prior term plus an additional ten percent (10%), effective upon renewal and thereafter.

11.3 Termination. Either party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 11.3 (Termination), INEX-TECH will refund Customer any prepaid fees covering the remainder of the term of all Product Order Forms after the effective date of termination. If this Agreement is terminated by INEX-TECH in accordance with Section 11.3, Customer will pay any unpaid fees covering the remainder of the term of all Product Order Forms. In no event will termination relieve Customer of its obligation to pay any fees payable to INEX-TECH for the period prior to the effective date of termination.

11.5 Customer Data Portability; Transition Services. Upon request from Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, INEX-TECH will make Customer Data available to Customer for export or download in industry standard format in accordance with the Documentation. After that thirty- (30-) day period, INEX-TECH will have no obligation to maintain or provide Customer Data, and Customer may thereafter no longer have access thereto. Notwithstanding the foregoing, INEX-TECH will permit one User read-only



access to Customer Data in industry standard format for ninety (90) days after the effective date of termination or expiration of this Agreement for an additional fee of \$100 per User per month if Customer uses the Services to opt into such access prior to such expiration or termination. INEX-TECH will automatically invoice Customer for any such access in accordance with the terms of this Agreement without the requirement of a new Product Order Form. The parties may agree to additional transition services to be provided after the effective date of termination or expiration of this Agreement pursuant to an applicable Product Order Form.

11.6 Surviving Provisions. The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Customer Data Portability" and "General Provisions" will survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1 Publicity. Each party hereby grants to the other a temporary, limited, nonexclusive, non-transferable, worldwide license, without the right to sublicense, to use, during the term of this Agreement, their respective trademarks, service marks and logos (collectively referred to as "Marks") on their respective web sites and in mutually agreed-upon collateral sales materials solely in furtherance of and subject to this Agreement or as otherwise mutually agreed upon in writing or through the Services. Each party will only use and display the other party's Marks and copyrighted information in accordance with the applicable guidelines provided by the Mark owner. Each party will ensure that proper trademark and copyright notices are displayed at all times in association with the Marks and copyrighted materials, including any such use or display on the other party's website. Neither party may adopt any Mark that is confusingly similar to the other party's Marks. Customer also agrees to up to six (6) reference calls, upon request, in any given year.

12.2 Relationship of Parties. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

12.3 Notice. Notices under this Agreement shall be sufficient only if in writing and personally delivered, delivered by a major commercial rapid delivery courier service or mailed by certified or registered mail, return receipt requested to a party at the address first set forth herein or as amended by notice pursuant to this subsection.

12.4 Export Control. Customer shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of the U.S. Department of Commerce, and any other applicable U.S. and foreign agency or authority.

12.5 Force Majeure. If either party is unable to perform any of its obligations under this Agreement, other than payment obligations, due to any cause beyond the reasonable control of such party, the affected party's performance shall be extended for the period of its inability to perform due to such occurrence.

12.6 Headings. Headings and captions used in this Agreement are for convenience only and are not to be used in the interpretation of this Agreement.

12.7 Assignment. This Agreement and the rights and obligations herein may not be assigned or transferred, in whole or in part, by Customer without the prior written consent of INEX-TECH. Any assignment in violation of this provision is void and without effect. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

12.8 Governing Law. This Agreement shall be governed by and construed under the laws of New Jersey and the United States without regard to conflicts of laws provisions thereof. Any action, suit or proceeding instituted hereunder or related hereto shall be maintained in the courts of the State of New Jersey for the County of Essex, which courts shall have exclusive jurisdiction for such purposes.

12.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover its costs, expenses and attorneys' fees.

12.10 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect and enforceable.

12.11 Entire Agreement. This Agreement together with the exhibits hereto and any Product Order Form(s), constitute the entire agreement between the parties relating to the subject matter hereof and supersede all proposals, letters of intent, memoranda of understanding, or discussions, whether written or oral, relating to the subject matter of this Agreement and all past dealing or industry custom.

12.12 Waiver. No provision of, right or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing duly executed by both parties. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

12.13 Modification. No modification of this Agreement shall be affected by either party's use of any purchase order, acknowledgement, shrinkwrap, boxtop or clickwrap license, or other form containing additional or different terms. This



Agreement may only be modified by a Product Order Form or an instrument in writing duly executed by both parties, making specific reference to this Agreement and the clause to be modified.

12.14 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall constitute the same instrument. Execution and delivery of this Agreement may be evidenced by electronic signature, or delivery of an executed and scanned PDF copy via electronic mail.