This Master Agreement (the "Agreement") is entered into as of the later date signed below (the "Effective Date"), by and between you ("Client") and Visix, Inc., a Georgia corporation, located at 6625 The Corners Parkway, Suite 100, Peachtree Corners, Georgia 30092 ("Visix"). Visix and Client are each individually known as a "Party" and collectively known as the "Parties."

Visix has expertise in the development, customization, manufacture, and distribution of computer software and related products and services. Client desires to obtain the right to use one or more such products and/or services under the terms and conditions of this Agreement. Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SCOPE

1.1 **Introduction.** This Agreement sets forth the terms and conditions under which Client will purchase, and Visix will provide, products and/or services in accordance with the attached Exhibits (each an "Exhibit"). The terms of this Agreement shall govern all relations between the Parties and shall apply to all Exhibits unless otherwise set forth in writing. This Agreement shall be maintained independently of any other agreement between Visix and Client.

1.2 **Exhibits.** Visix will provide desired products and/or services to Client as more specifically described in the Exhibit(s). Each Exhibit shall describe the particulars of the products and/or services to which it applies. Each Exhibit is identified in Schedule A attached to this Agreement and incorporated by reference.

1.3 **Authorized Resellers.** The products and/or services sold to Client may be provided by one or more of Visix's authorized resellers. Should that occur, Client agrees to pay the reseller and the reseller will then remit payment to Visix. If Visix does not receive full, complete, and timely payments from Client and/or the authorized reseller, in addition to the other remedies set forth herein, Visix shall also have the right to repossess and/or reclaim any applicable products or place a lien on any products without further notice to Client and/or authorized reseller.

2.0 TERM & TERMINATION

2.1 Master Agreement.

2.1.1 The term of this Agreement shall commence on the Effective Date and continue so long as Visix is providing services or products pursuant to an Exhibit.

2.1.2 This Agreement shall terminate automatically upon termination of the final Exhibit. Termination of this Agreement will be without prejudice to any other rights or remedies of the Parties under this Agreement or at law and will not affect accrued rights or liabilities of the Parties as of the date of termination.

2.1.3 Upon proper termination or expiration of this Agreement, the provisions of this Agreement and the Exhibit(s) which are stated to survive or implicitly intended to survive shall so survive. All amounts owed to Visix shall immediately become due and payable.

2.2 Exhibits.

2.2.1 The term defined in each Exhibit shall be the term of that Exhibit only.

2.2.2 Notwithstanding any other term or condition of this Agreement, either Party may terminate an Exhibit upon:

(a) the material breach of the other Party if such breach remains uncured for thirty (30) days after receipt of written notice to the breaching Party, sent pursuant to **Section 8.3** herein, and specifying the breach in reasonable detail and demanding its cure;

(b) written notice to the other Party, if such other Party: (i) ceases to conduct business in the normal course, (ii) makes an assignment for the benefit of creditors, (iii) is liquidated or otherwise dissolved, (iv) becomes insolvent, is adjudicated bankrupt, or a receiver, trustee, or custodian is appointed for it, or (v) attempts to assign any portion of this Agreement or any Exhibit(s) in any manner not expressly permitted thereunder;

(c) the occurrence of a force majeure event that is not cured within the time provided in **Section 8.8** of this Agreement; or

(d) the written consent by the other Party to such termination.

2.2.3 Upon the termination or expiration of an Exhibit,

(a) Client will immediately cease holding itself out as having a commercial relationship with Visix in relation to the products and/or services covered under such Exhibit;

(b) Client shall immediately cease use of Visix's trademarks, service marks, trade names, service names, logos, symbols, and other product or service designations pertaining to such Exhibit;

(c) each Party shall immediately comply with the requirements set forth in **Section 7.7**;

(d) Client shall pay all amounts properly due and payable to Visix under such Exhibit up until and through the effective date of such termination or expiration;

(e) In the event of a termination under **Section 2.2.2(b)**, Visix reserves the right to terminate any and all agreements between Visix and Client and all licenses granted by Visix under this Agreement or otherwise; and

(f) Visix shall not have any further liability or obligation to Client pursuant to such Exhibit, except as may be otherwise expressly agreed to in writing and signed by the Parties.

3.0 PAYMENT, DELIVERY, & RETURNS

3.1 **Fees & Costs.** Conditioned upon the prior acceptance by both Parties of this Agreement and in consideration of the products and/or services described in the Exhibit(s), Client shall pay Visix the fees and costs set forth and agreed upon by the Parties in such Exhibit(s). In addition to such fees and costs, unless Client provides Visix with a valid and correct tax exemption certificate applicable to Client's purchase, Client agrees to pay any sales, use, excise, value added, customs fees, and/or other taxes levied upon either Party by any government taxing authority as applicable to the Exhibit, except for Visix's employment taxes or taxes based on Visix's income. Sales and use taxes as they occur will be added to invoices. Visix is not responsible for any typographical, pricing, or other error and reserves the right to cancel any purchase resulting from such error.

3.2 **Payment.** Payment terms are within Visix's sole discretion. Unless otherwise agreed to in writing, payment must be made at the time of purchase. AMOUNTS DUE SHALL NOT BE SUBJECT TO ANY WITHHOLDING, ABATEMENT, REDUCTION, SETOFF, OR RECOUPMENT FOR ANY REASON WHATSOEVER. Payment may be made by credit card, wire transfer, or other prearranged payment method. Visix may invoice and/or ship parts of a purchase separately. Client's purchase is subject to cancellation in whole or in part by Visix at Visix's sole discretion. If Client breaches the provisions of this Agreement or any Exhibit, Visix may charge Client's account or credit card the full list price for Client's purchase (in lieu of a discounted or special price). In the event a payment due is not completely paid when due, the unpaid amount shall bear interest at the prime rate specified in the Wall Street Journal as of the due date or, if different, the highest rate allowed by law. In the event of a disputed amount due, Client shall pay the undisputed amount within the time period provided and Visix reserves the right to collect interest with respect to the disputed portion. Client hereby grants Visix, and Visix hereby retains, a purchase money security interest and lien on any and all of Client's rights, title, and interest in products purchased under this Agreement, wherever located, and all replacements or proceeds of such products, until the amount due for such products is paid in full, including any late charges and costs of collection. Client consents to Visix's use of this Agreement, as well as invoices, as financing statements for protecting this security interest, and appoints Visix as Client's agent for service of process only for the purpose of protecting this security interest.

3.3 **Shipment of Products; Duty to Notify if Product is Missing, Incorrect, or Damaged**. Unless otherwise agreed to in writing, shipping and handling charges are Client's responsibility in addition to fees, costs, and taxes. Shipping dates provided by Visix are estimates only. Loss or damage that occurs during shipping by a carrier selected by Client is Client's responsibility. Loss or damage that occurs during shipping by a carrier selected by Visix is Visix's responsibility. Client must notify Visix in writing within fourteen (14) days of an applicable invoice or receipt of the product, whichever is later, if Client believes any portion of Client's purchase to be missing, incorrect, or damaged. The Parties agree that Visix may revise and discontinue products at any time without notice to Client and this may affect information saved in an online "cart." At any time a delivered product shall have the functionality and performance of the product ordered, but the Parties agree that changes between what is delivered and what is described in a specification sheet or catalog are possible.

3.4 **Product Returns and Exchanges.** New and refurbished products purchased directly from Visix may be returned or exchanged in accordance with Visix's return or exchange policy available at www.visix.com in effect on the date of the return or exchange. Visix's return or exchange policies may differ depending on the type of product Client orders (e.g., refurbished products, peripheral purchases, non-Visix branded products, which may include non-Visix branded software, etc.). Visix reserves the right to change any of its return or exchange policies at any time and in its sole discretion. Client must contact Visix directly before attempting to return or exchange a product and obtain a return material authorization ("RMA") number to include with the return or exchange. Any product to be returned or exchanged must be provided to Visix in its original or equivalent packaging. Client is responsible for any risk of loss and any shipping and handling charges associated with returning or exchanging a product. Additional fees may apply. If Client fails to follow return or exchange instructions and policies provided by Visix, Visix is not responsible whatsoever for any product that is lost, damaged, modified, or otherwise processed for disposal or resale. If Client seeks to return parts or components of a product, such partial return may be accepted by Visix at Visix's sole discretion. Credit for partial returns shall be at Visix's sole discretion and may be less than invoice or individual component prices, especially considering sales made under bundled or promotional pricing.

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4.0 INDEMNIFICATION

4.1 **By Visix.** Visix agrees to defend and indemnify Client, and its present and former officers, directors, members, employees, and agents, against all claims, suits, actions, damages, liabilities, losses, expenses, and costs (including reasonable attorney fees, expert fees, and costs) arising out of or resulting from any action by a third party against Client that is based on a claim that any of the services provided by Visix or products manufactured by Visix under this Agreement or any Exhibit(s) infringe, misappropriate, or violate a trademark, patent, trade secret, copyright or any other intellectual property right of a third party (hereinafter collectively referred to as a "Claim"). Client shall (a) give Visix reasonably prompt notice in writing of any such Claim and shall permit Visix to answer and defend the Claim; and (b) provide Visix with the information, assistance, and authority necessary for Visix to, at Visix's expense, direct and conduct the defense against and/or settlement of the Claim.

4.2 **By Client.** Client agrees to defend and indemnify Visix, and its present and former officers, directors, members, employees, and agents, against all claims, suits, actions, damages, liabilities, losses, expenses, and costs (including reasonable attorney fees, expert fees, and costs) arising out of or resulting from any action by a third party against Visix that is based on any act or omission of Client and that results in: (a) personal injury (or death) or tangible or intangible property damage (including loss of use); (b) the violation of any statute, ordinance, or regulation; or (c) any breach or alleged breach or violation of any representations or warranties made by Client in this Agreement or any Exhibit(s). Visix shall: (a) give Client reasonably prompt notice in writing of any such claim and permit Client to answer and defend the claim; and (b) provide Client with the information, assistance, and authority necessary for Client to, at Client's expense, direct and conduct the defense against and/or settlement of any such claim. Neither Party shall agree to any settlement of any such claim without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

4.3 **Indemnification Disclaimer.** Notwithstanding the foregoing, Visix will have no obligation under **Section 4.1** or otherwise with respect to any infringement claim, unless otherwise agreed to in writing, based upon: (i) any use of the products and/or services under an Exhibit(s) not in accordance with such Exhibit(s), user manual, documentation, instructions or other similar documents; or (ii) any modification of the products and/or services by anyone other than Visix. Further, if Visix licenses software to Client ("Software"), Visix shall have no obligation to defend any action or indemnify Client from damage if: (a) Client, in providing customizations to the Software, infringes upon the intellectual property of any third party; (b) Client is not using the most current version of the Software and the action would have been avoided without such misuse; (c) Client has modified the Software and the action would have been avoided without such misuse; or (d) Client is using the Software in combination with other software and the action would have been avoided without such misuse. EXCEPT AS MAY BE OTHERWISE PROVIDED IN AN EXHIBIT, THE FOREGOING CONSTITUTES VISIX'S TOTAL LIABILITY WITH RESPECT TO ANY CLAIM FOR INFRINGEMENT.

5.0 LIMITATION OF LIABILITY

5.1 **VISIX SERVICES**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VISIX'S ENTIRE LIABILITY FOR ANY CLAIM(S) RESULTING FROM ITS ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE CLAIMS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY VISIX FROM CLIENT (EXCLUDING PASS THROUGH OR OUT OF POCKET EXPENSES) FOR THE SPECIFIC SERVICE FROM WHICH LIABILITY ARISES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO SUCH LIABILITY, AND IF NOT YET IN THE SIXTH MONTH OF THIS AGREEMENT, FOR THE PERIOD LEADING UP TO SUCH EVENT. FURTHER, NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL VISIX'S LIABILITY TO CLIENT UNDER THIS AGREEMENT EXCEED FIFTY THOUSAND DOLLARS ($50,000.00) IN THE AGGREGATE. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIMS, ACTIONS, DAMAGES, LIABILITIES OR FINES RELATING TO OR ARISING FROM VISIX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.2 **VISIX PRODUCTS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VISIX'S ENTIRE LIABILITY FOR ANY CLAIM(S) RESULTING FROM THE PURCHASE OF ANY PRODUCTS IS EITHER TO REPLACE THE PRODUCT WITH THE SAME OR SUBSTANTIALLY SIMILAR PRODUCT OR TO REFUND CLIENT THE PURCHASE PRICE FOR THE PRODUCT.

5.3 NOTWITHSTANDING THE FOREGOING, OR ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL VISIX BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF OR INTERRUPTION OF BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA OR SOFTWARE, OF ANY KIND OR NATURE, ARISING OUT OF OR RELATING IN ANYWAY TO THIS AGREEMENT OR AN EXHIBIT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.0 WARRANTIES & DISCLAIMER

6.1 **Representations and Warranties.** Each Party represents and warrants that:

6.1.1 it has full right and authority to enter into and to perform its obligations under this Agreement and any Exhibit(s);

6.1.2 its acceptance and implementation of this Agreement and any Exhibit(s) and its performance of its obligations hereunder have been duly authorized by all requisite corporate actions on its part and that it has duly accepted this Agreement and any Exhibit(s);

6.1.3 the acceptance and implementation of this Agreement or any Exhibit(s) by such Party, and the exercise or performance of any rights or obligations hereunder, does not and will not contravene any provision of its organizational documents, or to its knowledge violate or conflict with any agreement or binding obligation to which it is a Party; and

6.1.4 it shall use commercially reasonable efforts to ensure that its computer systems, data, computer hardware, or other equipment or software operated or maintained by it is free of, and shall use commercially reasonable methods not to introduce into any of the other Party's computer systems, data, computer hardware, or other equipment or software, any "automatic restraint," "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines," "disabling code," or other computer software routines designed to: (i) permit unauthorized access to or use of its computer systems by a third party, (ii) disable, modify, damage, or delete any data, computer hardware, or other equipment or software operated or maintained by it, or (iii) perform any other such similar actions (collectively, "Viruses"). Notwithstanding any other limitations in this Agreement, each Party agrees to notify the other Party immediately upon discovery of any Virus(es) that affects or may affect performance under an Exhibit, and, if one Party discovers or reasonably suspects any such Virus(es), the infected Party agrees to take reasonable action immediately, at its own expense, to identify and eradicate (or to equip the other Party to identify and eradicate) such Virus(es) and carry out any recovery reasonably necessary to remedy any impact of such Virus(es), time being of the essence.

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6.2 By Visix.

6.2.1 Limited warranties and servicing applicable to Visix-branded products are available at www.visix.com or in the documentation Visix provides with the products, and are expressly conditioned upon the receipt of full payment for the products to be warranted and/or serviced. Only upon Visix's receipt of full payment for the products to be warranted will Visix be obligated to honor any such written warranty in effect on the Warranty Effective Date, which is hereby defined as the date chosen by Visix in Visix's sole discretion from: (a) the date of any pertinent invoice or acknowledgment, (b) the Effective Date of this Agreement, (c) the effective date of any pertinent Exhibit(s), or (d) the date payment is completed on the products to be warranted. Parts used in repairing or servicing may be new, equivalent to new, refurbished, or reconditioned.

6.2.2 Visix represents and warrants that it will use commercially reasonable efforts to maintain and enforce safety and physical security procedures with respect to access and maintenance of its computer systems that are at least equal to industry standards for such type of locations and which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized access to or use or copying of data and/or information owned or provided by Client and accessible by Visix under this Agreement or any Exhibit(s), including the use of firewall protection, access controls, and encryption. Visix shall modify, at its expense, such security procedures from time to time if such modifications are necessary to fulfill its obligations under this Agreement. Visix shall take immediate action to identify and remedy the cause of any security breach to prevent future security breaches, time being of the essence.

6.3 By Client.

6.3.1 Client represents and warrants that it will comply with all applicable laws and regulations.

6.3.2 Client represents and warrants that, unless it is expressly recognized by Visix as authorized to resell and/or export Visix products and/or services, it is buying for its own internal use only, and not for resale or export.

6.3.3 Client represents and warrants that neither Client, nor any party that owns or controls or is owned or controlled by Client, is (i) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial sanctions or trade embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States; (ii) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States; or (iii) otherwise the target or subject of any Sanctions and Export Control Laws. Client further represents and warrants that it will not, directly or indirectly, export, re-export, transfer, or otherwise make available (a) the purchased products and/or services, or (b) any data, information, software programs and/or materials resulting from the purchased products and/or services (or direct product thereof) to any country, region, or person described in this clause or in violation of, or for purposes prohibited by, Sanctions and Export Control Laws, including for proliferation-related end uses. For purposes of this section, "Sanctions and Export Control Laws" means any law, regulation, statute, prohibition, or similar measure applicable to the purchased products and/or services and/or to either party relating to the adoption, application, implementation, and enforcement of economic sanctions, export controls, trade embargoes, or any other restrictive measures, including, without limitation, those administered and enforced by the European Union, the United Kingdom, and the United States, each of which shall be considered applicable to the purchased products and/or services.

6.4 Disclaimer of Warranties.

6.4.1 VISIX MAKES NO FURTHER WARRANTIES ON ANY SERVICES OR SOFTWARE BEYOND THE WARRANTIES EXPRESSLY SET FORTH IN **SECTION 6.2**.

6.4.2 VISIX MAKES NO WARRANTIES ON NON-VISIX BRANDED PRODUCTS. ANY SUCH PRODUCT IS PROVIDED BY VISIX "AS IS." ANY WARRANTY OR SERVICING APPLICABLE TO ANY NON-VISIX BRANDED PRODUCT IS PROVIDED BY THE ORIGINAL MANUFACTURER, NOT BY VISIX.

6.4.3 VISIX RESERVES THE RIGHT TO DISCONTINUE OR OTHERWISE VOID ANY WARRANTY, SERVICE, OR TECHNICAL SUPPORT IT OFFERS IN WHOLE OR IN PART IF CLIENT BREACHES ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY EXHIBIT OR IF CLIENT FAILS TO PAY AMOUNTS DUE FOR PRODUCTS AND/OR SERVICES CLIENT PURCHASES FROM VISIX.

6.4.4 THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE PARTIES DISCLAIM ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF ACCURACY AND RESULTS OF USE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

7.0 CONFIDENTIALITY

7.1 Definition. "Confidential Information" means all information relating to this Agreement or any Exhibit(s) (referred to herein as the "Agreements"), other than the existence of the Agreements, or received by a Party (the "Receiving Party") from the other Party or its partners, contractors, agents, or customers (the "Disclosing Party") in the course of performing under the Agreements, which is or should by reason of its nature, source, use, or other sensitivity, reasonably be understood to be confidential or proprietary to the Disclosing Party (including confidential information disclosed by the Disclosing Party which relates to or is owned by its licensors, suppliers, partners, contractors, customers, and agents), in whatever form (whether tangible, intangible, electronic, oral, or otherwise), including the terms of the Agreements, technical processes and formulae, source codes, object codes, Visix's digital signage software and related documentation, computer and operational systems, product designs, sales, costs and other unpublished financial information, pricing information, customer lists and information, customer account information, product and business plans, projections, and marketing strategies and data.

7.2 Acknowledgment; Ownership. The Receiving Party acknowledges and agrees that any and all Confidential Information received by it under the Agreements is of a confidential, proprietary, and/or trade secret nature to the Disclosing Party (or its licensors, suppliers, partners, contractors, customers, and agents) and that the Disclosing Party (or its licensors, suppliers, partners, contractors, customers, and agents) owns such Confidential Information, including the intellectual property rights therein.

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7.3 **Confidentiality Obligations.** The Confidential Information may be used by the Receiving Party solely to assist the Receiving Party in providing or using the products and/or services under the Agreements and shall not be used for any other purpose. The Receiving Party shall use commercially reasonable efforts to protect the confidentiality of the Confidential Information but no less than those efforts used to protect its own Confidential Information. The Receiving Party may disclose the Confidential Information, or portions thereof, only to its Representatives who need to know such information for purposes of performing or using the products and/or services (it being understood that the Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information, shall cause its Representatives to observe the terms of the Agreements, and shall be liable for any breach by any of its Representatives). The term "Representatives" as used in this **Section 7.0** shall mean a Party's directors, officers, employees, partners, agents or controlling persons, and professional advisors, including attorneys and accountants. Each and every Representative, prior to receiving Confidential Information, shall have signed a non-disclosure agreement sufficient to protect the Confidential Information with its employer or with the entity or person receiving the Confidential Information. The Receiving Party will promptly inform the Disclosing Party of any actual or suspected breach of this **Section 7.0** by it or its Representatives upon becoming aware of such actual or suspected breach.

7.4 **Exceptions.** The confidentiality provisions of this **Section 7.0** will not apply to any information that the Receiving Party can show: (i) is or subsequently becomes publicly available without breach of any obligation owed to the Disclosing Party by the Receiving Party; (ii) was known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party, and without breach of an obligation of confidentiality owed to the Disclosing Party; (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (v) is used by the Receiving Party in order to enforce any of its rights, claims, or defenses under, or as otherwise contemplated in, the Agreements, provided no such use shall occur unless the Receiving Party has in writing: (a) identified the Confidential Information that will be disclosed and why it is necessary for the Confidential Information to be disclosed and (b) provided the Disclosing Party sufficient notice to seek appropriate protection for the Confidential Information, which shall be no less than five (5) calendar days.

7.5 **Legally Required Disclosures.** Nothing in the Agreements will be deemed to prevent the Receiving Party from disclosing any Confidential Information received hereunder pursuant to applicable law, provided that such disclosure will be limited to the minimum acceptable level of disclosure and that such Receiving Party will immediately notify the Disclosing Party of the imminent disclosure and minimize or prevent such disclosure to the maximum extent allowed under law. The Receiving Party shall promptly advise the Disclosing Party of any such pending disclosure.

7.6 **Return or Destruction of Confidential Information.** Immediately upon the earlier of the Disclosing Party's request or the termination or expiration of this Agreement or an Exhibit for any reason, the Receiving Party will: (i) stop using the Confidential Information of the other Party then in its possession not under a valid license; (ii) erase or destroy all such Confidential Information residing in any computer memory or data storage apparatus (and furnish a certificate, executed by an officer of the Receiving Party, certifying such erasure and/or destruction); and (iii) destroy or make available to the Disclosing Party (in the Disclosing Party's discretion) all such Confidential Information (including all notes and summaries thereof) in tangible form. Notwithstanding the foregoing, the Parties and their counsel may retain such Confidential Information as confidential consistent with the Party's and/or counsel's document retention policies and legal and regulatory requirements.

7.7 **Equitable Relief.** The Receiving Party acknowledges that its breach of this **Section 7.0** may cause the Disclosing Party (or its licensors) irreparable injury for which monetary damages may not make the Disclosing Party (or its licensors) whole. Accordingly, in addition to all other available remedies and notwithstanding **Section 8.6** below**,** the Disclosing Party (or its licensors) may be entitled to equitable or injunctive relief in the event of an actual, attempted, or threatened breach of any obligation of the Receiving Party (including its contractors and agents) under this **Section 7.0**.

7.8 **Statistical Data.** Nothing contained in this Agreement shall be construed to prohibit Visix from developing and publishing statistical data on its business, provided that all disclosed statistical data shall be done in such a manner that Client's Confidential Information is not disclosed.

8.0 GENERAL PROVISIONS

8.1 **Relationship of Parties.** The only relationship between Visix and Client created by this Agreement is the contractual relationship established by this Agreement. Nothing contained herein shall be construed to create a partnership, joint venture, association, or employment relationship between Visix and Client, it being understood that the Parties' only relationship will be that of an independent contractor relationship. Visix's authority shall be limited to that which is expressly stated in this Agreement. Neither Party shall have any authority, nor shall it represent itself as having any authority, to represent the other Party except as may be specifically provided in this Agreement.

8.2 **Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement, and any attempt at such assignment will be void, unless with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement will be binding upon the Parties' respective successors and permitted assigns. For purposes of this Agreement, "assignment" shall include a merger, acquisition, or other consolidation by, with, or of Client, including any new or surviving entity that results from such merger, acquisition, or other consolidation. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to a parent or subsidiary. In any event, Client shall not assign this Agreement to a competitor of Visix, or its successors or assigns. In addition, nothing herein shall prohibit Visix from assigning this Agreement to an affiliate, subsidiary, or agent of Visix, nor shall such assignment be considered a violation of this provision.

8.3 **Notices.** Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement will be in writing, and will be deemed to have been duly given: (i) three (3) days after the date of mailing if sent by certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this **Section 8.3**; (iii) when delivered, if delivered personally or sent by express courier service; or (iv) when transmitted if sent by email to a valid and reasonably appropriate email address specified in this Agreement or an Exhibit, provided a copy of such email is promptly sent by first class U.S. mail. All notices mailed to a Party will be to a valid and reasonably appropriate address of that Party as set forth in this Agreement or an Exhibit, with copy to that Party's counsel as applicable, or at such other address as that Party will have specified in writing.

8.4 **Severability.** If any part of this Agreement is determined to be illegal, invalid, unenforceable, or otherwise contrary to law by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect, and the Parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

8.5 **Governing Law.** This Agreement will for all purposes be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of Georgia without regard to choice of law principles and excluding the United Nations Convention on the International Sale of Goods.

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8.6 Binding Arbitration.

8.6.1 If any dispute or difference between the Parties shall arise at any time in connection with this Agreement, its interpretation, or the breach, termination, or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Visix's advertising, or any related purchase, the Parties shall, acting reasonably and in good faith, use their best efforts to resolve it as soon as possible in an amicable manner. If any dispute or difference has not been resolved pursuant to the foregoing sentence within thirty calendar (30) days immediately following notice from one Party to another of its desire to have the same resolved, then the Parties agree to resolve the dispute by final and binding arbitration. For U.S. based Clients, the arbitration shall proceed under the Commercial Arbitration Rules of the American Arbitration Association. For Clients based outside the U.S., the arbitration shall proceed in accordance with the then current International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration. The arbitration proceeding and final hearing shall take place in Atlanta, Georgia. The arbitrators shall apply the laws of the State of Georgia to the substantive issues at issue in the dispute. The arbitration shall take place before a panel of three (3) arbitrators. Within thirty calendar (30) days of the commencement of the arbitration, each Party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the Parties shall then select a third arbitrator. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the United States Federal Rules of Civil Procedure. The arbitrators shall render their award in writing and will include the findings of fact and conclusion of law upon which their award is based. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing Party. Any award may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither Party may disclose the content or results of any arbitration hereunder without the prior written consent of the other Party, except that disclosure is permitted to a Party's auditors and legal advisors. For purposes of **Section 8.6**, Visix also includes agents, employees, principals, successors, assigns, affiliates, respective suppliers, vendors, service providers, service companies, or their respective subsidiaries, officers, agents, partners, employees or consultants, predecessors in interest, successors, and assigns. EACH ARBITRATION MUST OCCUR ON AN INDIVIDUAL BASIS, AND NEITHER PARTY MAY SUBMIT A DISPUTE AS A PLAINTIFF OR REPRESENTATIVE CLASS MEMBER IN A PURPORTED CLASS ACTION.

8.6.2 Notwithstanding the foregoing, either Party will have the right to obtain from a state or federal court located in Gwinnett County, Georgia a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying dispute will be resolved through binding arbitration.

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8.7 **Export Restrictions for International Sales.** For sales occurring outside the United States, Client acknowledges that the products licensed or sold under this Agreement and any Exhibit, and the transaction contemplated by this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export control laws and regulations of the country in which the products are manufactured and/or received. Client agrees that it is Client's sole responsibility to comply with and abide by those laws and regulations. Further, under United States law, the products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons. Client agrees not to provide any written regulatory certifications or notifications on behalf of Visix. Visix has not tested products for use in high-risk activities including, but not limited to, any life sustaining, chemical, or mission critical use. VISIX WILL NOT HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH-RISK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL SYSTEMS, LIFE SUPPORT, OR WEAPONS SYSTEMS.

8.8 **No Waiver.** No failure or delay by either Party in exercising any right, power, or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If either Party waives any right, power, or remedy, such waiver will not waive any subsequent or other right, power, or remedy the Party may have under the Agreement. Each Party's remedies set forth in this Agreement will be cumulative and not exclusive and will be available in addition to all other remedies available by law or equity, except as otherwise expressly provided in this Agreement.

8.9 **Publicity.** Visix may include Client's name and logo on its customer list and in its advertising materials.

8.10 **Force Majeure.** Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of any act of God, acts of war, terrorism, riots, civil disorders, rebellions, epidemics, pandemics, failures of public networks, or strikes or other work stoppages not involving the personnel of the affected Party; provided that such Party immediately gives the other Party written notice thereof and undertakes commercially reasonable efforts to circumvent the cause of the delay or minimize the extent of the delay. In any such event, the time for performance or cure will be extended for a period equal to the duration of the delay, not to exceed four (4) weeks. If the notifying Party does not resume performance of such obligations or cure such breach before the end of such four (4) week period, the other Party will be entitled to terminate this Agreement and/or an Exhibit immediately without any obligation or liability to the delayed Party for doing so.

8.11 **Non-Solicit**. During the term of this Agreement and for one (1) year after the date of termination, Client will not, directly or indirectly, solicit any Visix employee to leave his or her employment, unless permitted by Visix in writing. This covenant shall not prohibit the placement of advertising in media of general circulation which is not targeted at Visix's employees. If Client is in violation of this covenant, then the time period stated herein will be automatically extended for the period of such violation.

8.12 **Survival**. Provisions contained in this Agreement that by their sense and content are intended to survive completion of performance, termination or cancellation of this Agreement or an Exhibit shall so survive, including **Sections 4.0-8.0**.

8.13 **Order of Precedence.** In the event of any conflict between or among the provisions contained in this Agreement and any Exhibits thereto, the following order of precedence will govern: (i) the Quote; (ii) any other Exhibit(s); and (iii) this Agreement.

8.14 **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.15 **Headings.** The headings used herein are for convenience only and shall not constitute a part of this Agreement and no construction or inference shall be derived therefrom.

8.16 **No Third-Party Beneficiary.** Unless Visix agrees in writing that one of its authorized resellers is a third-party beneficiary, under no circumstances shall any person or entity be considered as a third-party beneficiary of this Agreement.

8.17 **Drafting Presumptions.** Each Party to this Agreement acknowledges it has exercised the opportunity to review and have an attorney review the terms of this Agreement. Therefore, each Party agrees that the principle of law, in cases of ambiguity, the language of a document is construed against the drafter shall not apply.

8.18 **Further Assurances.** The Parties shall cooperate in good faith and execute and deliver such documents, take such action, and provide such further assurances as shall be reasonably required to establish and carry out the business relationship and transactions contemplated hereby.

8.19 **Entire Agreement.** This Agreement, including the Schedule and Exhibits, constitutes the sole, final, and entire agreement of the Parties and supersedes and terminates all previous agreements, oral or written, between the Parties with respect to the subject matter of this Agreement.

8.20 **Amendment.** This Agreement, inclusive of any Exhibit(s), may not be altered, modified, supplemented, nor amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both Visix and Client.

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