

### Additional Terms

The following terms and conditions ("Additional Terms") shall govern this ORDER/PROPOSAL unless a valid Master Services & Product Agreement has been executed between the parties for professional services and/or product and is in force at the time this ORDER/PROPOSAL is executed, in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this ORDER/PROPOSAL.

- 1. Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this ORDER/PROPOSAL shall be deemed subject to these Additional Terms and this ORDER/PROPOSAL. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by INX. INX's performance of such purchase order shall not constitute INX's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants INX the right to invoice CLIENT and authorizes payment to INX for the amounts owed. Further, CLIENT represents that INX can rely on such CLIENT signature for payment.

INX shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the ORDER/PROPOSAL. CLIENT shall make payment to INX within thirty (30) days from the date of invoice. Except for taxes due on INX's net income, CLIENT shall pay all taxes. INX reserves the right to bill CLIENT for additional work requested by CLIENT and performed by INX, and for applicable expenses incurred by INX pursuant to providing such additional services, which are not described in this ORDER/ PROPOSAL.

Unless otherwise indicated in this ORDER/PROPOSAL, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this ORDER/PROPOSAL, Projects shall be deemed accepted upon the earlier of INX's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or sixty (60) calendar days from the date of the delivery of the final Project deliverable.
- 2. Purchase of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
- 3. Limitations of Warranties.** INX warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY INX ARE PROVIDED "AS IS", WITH ALL FAULTS. INX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
- 4. Intellectual Property.** CLIENT acknowledges that INX, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any INX software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by INX, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
- 5. Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
- 6. Limitation of Liability.** IN NO EVENT SHALL INX BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INX'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO INX BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, INX will have no responsibility for the adequacy or performance of (i) any third party software provided to INX under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
- 7. Non-Solicitation Provision.** During the term of this ORDER/PROPOSAL and for twelve (12) months thereafter, neither party will solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this ORDER/PROPOSAL. Should a party solicit and/or hire an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.
- 8. Equal Opportunity/Affirmative Action Employer.** INX Inc. is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.
- 9. Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and INX Confidential Information are subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United

States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

10. **Document Control/Responsibility.** CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. INX assumes no responsibility for the protection of CLIENT'S data. INX is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by INX. INX is not liable for software damage due to any outside factor, i.e. software virus.
11. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
12. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this ORDER/PROPOSAL through consultation and negotiation in good faith and a spirit of mutual cooperation. This ORDER/PROPOSAL and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this ORDER/PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this ORDER/PROPOSAL.
13. **CLIENT Credit.** As an inducement to provide the Services and/or the Products, CLIENT hereby represents and warrants that it is solvent, that it pays its obligations as they come due. CLIENT agrees that INX has the right to obtain the credit history of the applicant and authorizes INX to secure such information by its signature herein.
14. **Financing.** In the event CLIENT finances the Products and/or Services on the ORDER/PROPOSAL via a lease, CLIENT shall remain ultimately responsible for all payments to INX and for providing all requisite information and documentation to the third party financing/leasing company.
15. **Miscellaneous.** This ORDER/PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this ORDER/PROPOSAL shall be incorporated. This ORDER/PROPOSAL shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by INX be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional ORDER/PROPOSAL, as appropriate. INX will invoice CLIENT for any additional work performed and expenses incurred which are not described in this ORDER/PROPOSAL. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.
16. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.