

Additional Terms

The following terms and conditions ("Additional Terms") shall govern this ORDER unless a valid Master Services & Product Agreement has been executed between the parties for professional services and is in force at the time this ORDER 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. Any purchase order submitted by CLIENT in connection with this ORDER shall be deemed subject to these Additional Terms.

A. Purchase Orders, Shipping and Payment Terms. INX' performance of such purchase order shall not constitute INX' acceptance of new or different terms, including pre-printed terms on such order. Unless otherwise specified on this ORDER, all Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect and risk of loss shall pass to CLIENT at point of origin. INX shall invoice CLIENT for services in accordance with the terms stated in the ORDER. CLIENT shall make payment to INX within thirty (30) days from the date of invoice. Except for taxes due on INX' net income, CLIENT shall pay all taxes.

B. Limitations of Warranties. INX warrants that services shall be provided by competent personnel in accordance with applicable professional standards. INX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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 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 these Additional Terms, and shall terminate upon termination or expiration of this ORDER. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

C. 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' 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 UNDER THE ORDER. 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 ORDER; (ii) any hardware, and (iii) any services provided by any third party.

D. Non-Solicitation Provision. During the term of this SOW and for twelve (12) months thereafter, neither party will solicit for employment any employee or contractor of the other if such party was introduced to the employee or contractor directly or indirectly as a result of this ORDER or any follow-on work. 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 one year's salary of the employee's new salary at the soliciting and/or hiring party's new company.

E. 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.

F. 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, acts of terrorism or the intervention of any government authority.

G. Equal Opportunity/Affirmative Action Employer. INX is an Equal Opportunity/Affirmative Action Employer committed to providing equal employment opportunity without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, veteran status or any other protected status with respect to recruitment, hiring, upgrades, training, promotion, and other terms and conditions of employment. INX shall abide by the Americans with Disabilities Act, and any other Federal, State, or local regulations regarding the rights of individuals or groups in the performance of this Agreement.

H. 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.

I. Miscellaneous, Choice of Law and Venue. This ORDER 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 & Product Agreement between the parties under the terms of which this ORDER shall be incorporated. This ORDER shall not be amended or modified except by written instrument signed by the parties. The provisions of these Additional Terms are severable. If any provision of these Additional Terms 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 these Additional Terms and the application of such provision or part of these Additional Terms to other persons or circumstances shall not be affected. This ORDER and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas and any dispute relating directly or indirectly to this ORDER or any other contract or agreement between the parties 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.

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 Order.