

# TERMS OF SERVICE

These Terms of Service are between you (defined herein as the "Client") and Z7 Solutions, L.L.C., a Florida limited liability company whose principal office is located at 7380 W Sand Lake Road, Suite 500-110, Orlando, FL 32819 ("Z7 Solutions"). These Terms of Service are incorporated by reference into and made a part of each of the following, as applicable: (a) any purchase order Client may have entered into with Z7 Solutions, including by clicking "Checkout" in connection with the purchase of any products or services from Z7 Solutions (each an "Order Form"), (b) any Service Agreement entered into between Client and Z7 Solutions, (c) any Statement of Work entered into between Client and Z7 Solutions, or (d) any Quote issued by Z7 Solutions to Client. The Effective Date of Client's Service Agreement or any Statement of Work or Order Form is the date such Service Agreement, Statement of Work or Order Form is accepted by Z7 Solutions.

1. Z7 Solutions Services. Z7 Solutions shall perform the services set forth in the document Client executed entitled Services Agreement and any subsequent documents entitled a Statement of Work or Order Forms (including but not limited to emails or online forms) (collectively, the "Z7 Solutions Services"). The Services Agreement constitutes the initial Order Form or Statement of Work. All work will be performed professionally and in accordance with industry standards. Client acknowledges that certain products are provided by Z7 Solutions as an authorized reseller of the software or hardware vendor who develops and markets such software or manufactures such hardware products, and with respect to such products, Z7 Solutions is solely acting as an authorized reseller of such products and does not make any representations or warranties or have any obligation to Client with respect to such products other than the delivery of such products as set forth in the Services Agreement, Order Form, Statement of Work or Quote, and such support as may be provided in any applicable service level agreement with respect to such products.

2. Term of Agreement. These Terms of Service shall remain in effect until terminated by their terms.

3. Compensation. Client shall pay Z7 Solutions the compensation as set forth in the Services Agreement, Order Form, Statement of Work or Quote.

4. Independent Contractor Status. Both Client and Z7 Solutions agree that Z7 Solutions will act at all times as an independent contractor in the performance of its duties under these Terms of Service, the Order Form, the Statement of Work or Quote.

5. Assignment. Neither party may assign these Terms of Service, the Services Agreement, Order Form, Statement of Work or Quote without the written consent of the other party, except that either party may assign these Terms of Service, the Services Agreement, the Order Form, the Statement of Work or Quote in conjunction with the sale of substantially all assets of the assigning party or a controlling ownership interest in the assigning party after 10 days advance written notice to the other party. This prohibition against assignment does not preclude the use of contractors by Z7 Solutions.

6. Confidentiality.

- a. "Confidential Information" Defined. "Confidential Information" means any data, materials or information that is not generally known to the public and that is owned or possessed by either party ("Disclosing Party") and is disclosed to the other party ("Receiving Party"), whether in oral, written, digital or other form of disclosure. Confidential Information also includes any third-party information which Disclosing Party is required to keep confidential ("Third Party Confidential Information"). Without limitation of the foregoing, the parties agree that the terms of these Terms of Service, the Services Agreement, the Order Form, any Statement of Work or any Quote constitute Confidential Information (yet the fact that the parties have entered into the agreement and the general nature of the relationship between the parties is not confidential). These Terms of Service, the Services Agreement, the Order Form, any Statement of Work or any Quote may be disclosed by the Receiving Party in proper due diligence processes in business transactions in accordance with industry standards and subject to an obligation to maintain such information as confidential.
- b. "Trade Secrets" Defined. "Trade Secret" shall mean information owned or possessed by Disclosing Party, without regard to form, that is disclosed by Disclosing Party to Receiving Party, including but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process,

financial data, financial plans, product plans, or a list of actual or potential customers or suppliers, in any form or format, which is not commonly known by or available to the public and which: (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets specifically include any Confidential Information satisfying the above criteria.

- c. Excluded From "Confidential Information." Confidential Information does not include any data or information which Receiving Party can demonstrate: (i) was already known to Receiving Party at the time of disclosure; (ii) was independently developed by Receiving Party without reference to Disclosing Party's Confidential Information; (iii) is in the public domain; (iv) was rightfully disclosed to Receiving Party by a third party without obligation of confidentiality; or (v) the fact that Client is an Z7 Solutions customer and the general nature of the work performed by Z7 Solutions for Client.
- d. Prohibition Against Disclosure and Use of Confidential Information and Trade Secrets. During the term of these Terms of Service, and indefinitely thereafter, Receiving Party will not, except as otherwise expressly directed by Disclosing Party, use, copy, or disclose, or permit any unauthorized person access to, any of Disclosing Party's Trade Secrets, except as expressly permitted herein and necessary for accomplishment of activities required hereby. During the term of these Terms of Service and for a period of two (2) years after termination hereof, Receiving Party will not use, copy, or disclose, or permit any unauthorized person access to, Disclosing Party's Confidential Information, except as expressly directed by such party or as permitted herein. Receiving Party agrees to comply with any confidentiality agreements or the like to which Disclosing Party is a party to the extent Disclosing Party notifies Receiving Party of such agreements and obligations in writing prior to the Effective Date of these Terms or Service.
- e. Confidential Information and Trade Secrets Disseminated Only on Need to Know Basis. Receiving Party agrees that it will disclose Confidential Information or Trade Secrets to its employees or agents only as necessary for the performance of Receiving Party's obligations under this Agreement. Prior to disclosing Confidential Information or Trade Secrets to such employees or agents, Receiving Party will verify with Disclosing Party that such employees or agents are subject to appropriate confidentiality agreements.
- f. Safeguards Against Disclosure. Receiving Party agrees to use at least the same degree of care to avoid and prevent disclosure of Disclosing Party's Confidential Information and Trade Secrets as Receiving Party uses to prevent disclosure of its own Confidential Information and Trade Secrets, or Receiving Party shall exercise a commercially reasonable degree of care, whichever degree of care is higher.
- g. Equitable Relief. Receiving Party acknowledges and agrees that the misappropriation, unauthorized use or disclosure of Confidential Information or Trade Secrets would cause irreparable harm to the Disclosing Party. In the event of any breach of any part of this Section by Receiving Party, Disclosing Party shall be entitled to equitable relief, including but not limited to a temporary restraining order, temporary injunction and/or a permanent injunction. The rights of Disclosing Party under this Section are in addition to the rights that Disclosing Party may have under these Terms of Service, common law or statutory law.

7. Nonrecruitment/Nonhire. During the term of these Terms of Service and for twelve (12) months from the termination of these Terms of Service for any reason, Client shall not: (1) recruit or encourage, directly or indirectly, any Z7 Solutions employees, agents or independent contractors to leave Z7 Solutions's employ or discontinue doing business with Z7 Solutions, or (2) hire any Z7 Solutions employee, agent or contractor with whom Client had material contact under these Terms of Service during the 12 month period prior to termination of these Terms of Service to perform services for Client similar to the services performed by such employee, agent or contractor for Z7 Solutions while employed or retained by Z7 Solutions.

8. Z7 Solutions may communicate with Client regarding the Z7 Solutions Services or any Services Agreement, Work Order, Statement of Work or Quote by means of electronic communications, including sending electronic mail to the email address Client provides to Z7 Solutions. Client agrees that Z7 Solutions may communicate by means of electronic communications the following: these Terms of Service (and revisions or amendments), notices or disclosures regarding the Z7 Solutions Services or

any Services Agreement, Work Order, Statement of Work or Quote, payment authorizations, and any other matter relating to your use of the Z7 Solutions Services or any software or hardware products provided by Z7 Solutions to Client pursuant to any Services Agreement, Work Order, Statement of Work or Quote. Client should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall be deemed received by Client when Z7 Solutions sends the electronic communication to the email address Client provided to Z7 Solutions at the time of any Services Agreement, Order Form, Statement of Work or Quote or as revised by Client thereafter in accordance with these Terms of Service. For those communications or records that Z7 Solutions is otherwise required under applicable law to provide in a written paper form to Client, Client agrees that Z7 Solutions may provide such communications or records by means of electronic communications. The following additional terms will apply to such electronic communications: (a) Client may contact us through the Z7 Solutions Services contact page to request another electronic copy of the electronic communication without a fee; (b) Client may request a paper copy of such an electronic communication, and Z7 Solutions reserves the right to charge a fee to provide such paper copy; (c) Client may contact Z7 Solutions through the contact page to update its registration information used for electronic communications or to withdraw consent to receive electronic communications; and (d) Z7 Solutions reserves the right to terminate Client's use of the Z7 Solutions Services if Client declines or withdraws consent to receive electronic communications from Z7 Solutions.

9. Notices. In addition to the electronic communications authorized under the Section entitled "Use of Electronic Communications", statements, notices and other communications to Client given or made pursuant to these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote shall be sent by certified mail, registered mail, or private carrier such that the notifying party can prove both delivery of notice and that the recipient received the notice (or refused to receive the notice) and the respective dates thereof. Notices shall be sent to the address provided in the Service Agreement, Order Form or Statement of Work or to any successor address provided by either party. Additionally, duplicate notices shall be sent via fax and email to the last known fax and email addresses of the recipient.

#### 10. Intellectual Property Rights.

- a. Ownership of Intellectual Property. As between the parties, Client shall own, and Z7 Solutions hereby assigns and agrees to assign in the future as necessary, all property (and all rights in registrations and applications related to such property) which is created by Z7 Solutions (whether alone or jointly with Client or a third party) pursuant to these Terms of Service, the Services Agreement, Order Form, any Statement of Work or Quote ("Created Works") unless otherwise expressly provided in any Services Agreement, Order Form, Statement of Work or Quote, including but not limited to, property subject to protection by intellectual property laws (relating to patents, trademarks and copyrights), laws pertaining to trade secrets or unfair competition, similar laws protecting intangible property (database or information protection laws) and information not protectable by the preceding laws yet otherwise protectable (all of such property being referred to herein as "Intellectual Property"). Any property subject to copyright protection which qualifies as a "work made for hire" under the United States Copyright laws is hereby deemed a work made for hire and is owned by Client from the moment of creation. However, notwithstanding the foregoing, Z7 Solutions retains all rights to works created prior to the Effective Date of these Terms of Service or created independently of these Terms of Service and all adaptations or derivative works therefrom ("Pre-Existing Works"), subject the license to Pre-Existing Works provided by Z7 Solutions herein. As an illustration, and not a limitation, the following constitute Pre-Existing Works: Existing Software, Third Party Existing Software.
- b. Equitable Relief. The parties acknowledge and agree that the misappropriation of, unauthorized use of or infringement of Intellectual Property would cause irreparable harm to the owner thereof. In the event of any breach of any part of this Section by either party, the other party shall be entitled to equitable relief, including but not limited to a temporary restraining order, temporary injunction and/or a permanent injunction. The rights of the parties under this Section are in addition to the rights that such parties may have under these Terms of Service, common law or statutory law.
- c. License to Pre-Existing Works. Software code (source, object or compiled) provided by Z7 Solutions pursuant to this Agreement may include existing software (the "Existing Software") that was developed prior to execution of this Agreement or has been independently developed or is otherwise owned by Z7 Solutions ("Z7 Solutions Existing Software") or a third party ("Third Party Existing Software"). Any Existing Software owned by Z7 Solutions is licensed to Client hereunder in accordance with the Z7 Solutions Existing Software License in the next two sentences. Any

Third Party Existing Software will be provided to Client in accordance with the terms of a separate software license, terms of service or other agreement that Client shall enter into with said third party, at Client's sole expense. Z7 Solutions Existing Software License is a worldwide, nonexclusive, perpetual, fully-paid (subject to any payment obligations set forth in the Services Agreement, Order Form, Statement of Work or Quote), royalty free license to use, reproduce, display, distribute, perform, and prepare derivative works from the Z7 Solutions Existing Software without any duty to account to Z7 Solutions, yet such license is limited to the purpose of Client's use for its internal use to further its core business as conducted at the Effective Date of these Terms of Service. Client may not sublicense its rights to Z7 Solutions Existing Software, and Client may not assign its rights to such Z7 Solutions Existing Software except in conjunction with the sale of substantially all assets or ownership of Client.

- d. Contingency to Grant of Intellectual Property and License. Notwithstanding any term to the contrary in these Terms of Service, all grants of ownership under this Section or licenses granted under this Section are contingent upon full payment of all amounts owed by Client under these Terms of Service and any Services Agreement, Order Form, Statement of Work or Quote for any reason and all of Client's payment obligations under these Terms of Service and under any Services Agreement, Order Form, Statement of Work or Quote are conditions precedent to Z7 Solutions's grants of ownership and grants of license under this Section.

11. Indemnification. Client ("Indemnifying Party") agrees to indemnify and hold Z7 Solutions, its affiliates, subsidiaries, corporate parents, officers, owners, directors, attorneys, employees and agents ("Indemnified Party") harmless from and against any and all claims, losses, damages, expenses, judgments or other liabilities (including but not limited to reasonable attorneys' fees which are incurred prior to, during or after trial, bankruptcy proceeding or any alternative dispute mechanism, and including but not limited to tax liability, interest and penalties) for which Indemnified Party becomes obligated to pay due to (a) any use by the Client of any Z7 Solutions Services or any products provided by Z7 Solutions to Client hereunder, (b) any breach of these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote by Indemnifying Party, its employees or agents, (c) property damage or personal injury caused by the negligent or willful acts or omissions by Indemnifying Party, its employees or agents, or (d) violation or alleged violation of any law or rights of any third party by Indemnifying Party, its employees or agents.

12. Entire Agreement and Modification. These Terms of Service together with any applicable Services Agreement, Order Form, Statement of Work or Quote represents the entire agreement between the parties as to the matters referenced herein and is not subject to change or modification except by written agreement signed by both parties.

13. Dispute Resolution. The parties will attempt in good faith to resolve any issue, dispute, or controversy arising out of or relating to these Terms of Service or any Services Agreement, Order Form or Statement of Work. If any controversy or claim arising out of, or in any way related to, these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote is not resolved in a reasonable manner, at the request of either party, the matter will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place in Somerset County, Texas. The arbitration award will be valid and binding upon the parties, and judgment thereon may be entered and enforced as a final judgment in any court of competent jurisdiction. However, claims for injunctive relief or other equitable relief may be filed in the state or federal courts of Texas for an order effective until the conclusion of the arbitration and enforcement of the arbitration award. Furthermore, notwithstanding the foregoing, for claims qualifying for small claims court in Texas, either party may sue in small claims court in Texas if the good faith effort to resolve the issue/dispute fails after a reasonable time (which reasonable time for the purpose of a small claims court action is no later than 10 days from the date the complainant sends a detailed letter to the other party identifying the complaint and an acceptable solution/cure). The arbitrator and court shall award attorneys' fees, costs and expenses to the prevailing party in any arbitration or court proceeding (including small claims court). The parties agree to initiate arbitration in lieu of appealing any small claims court judgment. The parties waive in person service of process and agree that service pursuant to the notice provision of these Terms of Service shall constitute sufficient legal service for arbitration or litigation (yet this sentence does not create any right to litigation). The party initiating any arbitration shall be obligated to advance the costs of commencing the arbitration to the American Arbitration Association.

14. Severability. The covenants set forth in these Terms of Service shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of

competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of these Terms of Service.

15. Termination. Except to the extent provided in any Order Form or Statement of Work, these Terms of Service may be terminated by either party, with or without cause, upon not less than 30 days written notice of termination to the other party (however, prior to a Client providing notice of termination, the Client must make full payment of any amounts due Z7 Solutions). In the event Client fails to make any timely payment under these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote, Z7 Solutions may cease performing Services or terminate these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote effective upon written notice to Client.

16. Survivability. The terms and conditions of these Terms of Service that, by their sense and context, are intended to survive the termination, performance or completion of these Terms of Service shall so survive.

17. Applicable Law. These Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof. The state and federal courts located in the State of Texas shall have personal and exclusive jurisdiction of the parties for the purposes of adjudicating all disputes that may arise under these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote. The parties hereby waive all objections to venue and personal jurisdiction in those forums for such disputes and agree that service of process may be made by in accordance with the notice provision of these Terms of Service. The parties specifically exclude from application to these Terms of Service or any Services Agreement, Order Form or Statement of Work the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

18. Waiver. No waiver, amendment or modification of any provision of these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote or any agreements in connection with such waiver, amendment, or modification shall be valid unless in writing duly executed by both parties. No delay or failure by either party to exercise or enforce at any time any right or provision of these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote will be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote. No single waiver will constitute a continuing or subsequent waiver.

19. Warranty; Limitations and Cap on Liability.

Z7 SOLUTIONS PROVIDES THE Z7 SOLUTIONS SERVICES, DELIVERABLES AND ANY SOFTWARE OR HARDWARE PRODUCTS (COLLECTIVELY, "PRODUCTS") DELIVERED PURSUANT TO THE SERVICE AGREEMENT OR ANY STATEMENT OF WORK OR ORDER FORM ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. Z7 SOLUTIONS DOES NOT ASSUME ANY RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE SERVICES OR ANY PRODUCTS. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT DOES Z7 SOLUTIONS WARRANT THAT ANY Z7 SOLUTIONS EXISTING SOFTWARE, OTHER DELIVERABLES OR PRODUCTS LICENSED OR OTHERWISE PROVIDED TO CLIENT AS PART OF THE Z7 SOLUTIONS SERVICES WILL OPERATE UNINTERRUPTED OR WILL BE FREE FROM MINOR DEFECTS OR ERRORS OR THAT THE APPLICATIONS CONTAINED IN THE Z7 SOLUTIONS EXISTING SOFTWARE, ANY DELIVERABLES OR OTHER PRODUCTS ARE DESIGNED TO MEET ALL OF CLIENT'S OR ITS AUTHORIZED AFFILIATES' BUSINESS REQUIREMENTS. IN ANY EVENT THAT THE Z7 SOLUTIONS SERVICES, ANY DELIVERABLES OR OTHER PRODUCTS DO NOT OPERATE AS INTENDED, Z7 SOLUTIONS'S SOLE RESPONSIBILITY, AND CLIENT'S SOLE REMEDY, IS FOR Z7 SOLUTIONS TO MAKE COMMERCIALY REASONABLE EFFORTS TO REMEDY ANY DEFECTS, ON A TIME AND MATERIALS BASIS IN ACCORDANCE WITH THE APPLICABLE STATEMENT OF WORK. Z7 SOLUTIONS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. NO ORAL OR WRITTEN INFORMATION (UNLESS SUCH WRITTEN INFORMATION IS SIGNED BY AN AUTHORIZED OFFICER OF Z7 SOLUTIONS) OR ADVICE GIVEN BY ANY Z7 SOLUTIONS EMPLOYEE OR REPRESENTATIVE SHALL CREATE ANY WARRANTY AND CLIENT MAY NOT RELY ON SUCH INFORMATION OR ADVICE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Z7 SOLUTIONS MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE PROVIDED AS PART OF, OR IN CONNECTION WITH, ANY Z7 SOLUTIONS SERVICES, DELIVERABLES OR OTHER PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO

CLIENT. IN THAT EVENT, TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF INITIAL DELIVERY OF THE APPLICABLE Z7 SOLUTIONS SERVICES. THE Z7 SOLUTIONS SERVICES, DELIVERABLES OR OTHER PRODUCTS ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USES SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE FAILURE OF THE SERVICES, DELIVERABLES OR OTHER PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE. ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER SERVICE AGREEMENT, STATEMENT OF WORK OR ORDER FORM NOTWITHSTANDING THE MAXIMUM LIABILITY OF Z7 SOLUTIONS OR ITS EMPLOYEES, AGENTS OR CONTRACTORS (AND CLIENT'S MAXIMUM REMEDY) WITH RESPECT TO Z7 SOLUTIONS SERVICES, DELIVERABLES OR OTHER PRODUCTS PROVIDED OR TO BE PROVIDED UNDER THESE TERMS OF SERVICE, THE SERVICE AGREEMENT, ANY STATEMENT OF WORK OR ORDER FORM OR WITH RESPECT TO ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CLIENT TO Z7 SOLUTIONS PURSUANT TO THESE TERMS OF SERVICE, THE SERVICE AGREEMENT, ANY STATEMENT OF WORK OR ORDER FORM, AS APPLICABLE, WITHIN THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO ANY CLAIM OF LIABILITY BY CLIENT AGAINST Z7 SOLUTIONS OR ITS EMPLOYEES, AGENTS OR CONTRACTORS. IN NO EVENT SHALL Z7 SOLUTIONS OR ITS EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE (AND CLIENT SHALL HAVE NO REMEDY) (I) UNDER ANY THEORY INCLUDING CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR EXEMPLARY OR PUNITIVE DAMAGES, OR (II) FOR DAMAGES FOR LOSS OF DATA, UNAVAILABILITY OF DATA OR THE SYSTEM, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF REVENUE, PROFITS OR CUSTOMERS, OR SOFTWARE OR COMPUTER HARDWARE MALFUNCTION, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THESE TERMS AND CONDITIONS WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

20. Force Majeure. Neither party shall be liable for any delay or non-performance of any covenant (other than any covenant including any payment obligation) contained herein nor shall any such delay or non-performance constitute a default hereunder, or give rise to any liability or damages if such delay or non-performance is caused by an event of "force majeure." The term "force majeure" means events beyond the reasonable control of such party. All parties shall make a good faith effort to effectuate these Terms of Service or any Services Agreement, Order Form, Statement of Work or Quote where there is an occurrence of a force majeure during and after the occurrence to the extent commercially reasonable.