

GEARLINX INC. MASTER LICENSE AGREEMENT AND TERMS OF SERVICE

This Master License Agreement and Terms of Service (the “Agreement”) is entered into by and between Gearlinx Inc. (“GEARLINX”) and you (“Licensee”) (collectively “Parties”) and governs your use of one or more of: the GEARLINX cloud Service, GEARLINX Software Products, and/or GEARLINX Hardware Products (collectively the “Products”). Licensee is hereby bound by the terms of this Agreement by: (a) accessing or otherwise using any Products, or any part of the Products, and/or (b) paying for or taking delivery of any Products, or part of the Products, and/or (c) executing an agreement or order form that references this Agreement.

For questions about this Agreement, please contact Gearlinx customer support at www.gearlinx.com/contact/.

Agreement

In consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree for themselves and for their successors and assign as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Schedule 1 hereto.

2. Software Product License Grant.

Subject to the payment of the applicable fees, and subject to the terms and conditions of this Agreement, GEARLINX hereby grants Licensee a nonexclusive, nontransferable right, with no right to grant sublicenses, to install and use the Software Product for use by Licensee or Licensee’s Authorized Users.

The Software Product may be installed solely on Hardware Products or virtual machines and servers identified by Licensee and approved by GEARLINX. Licensee shall not permit the installation of any Software Product on or in any device that is not approved by GEARLINX. This license shall expire at the end of the period specified by the Subscription License purchased (or as extended by any relevant purchased renewal) for the Software Product. Licensee shall receive Corrections, Upgrades, and Updates for a period as designated by the term of the Subscription License. Thereafter, Licensee is not entitled to any support, Upgrade or Maintenance Services related to the Software Product under this Agreement.

- a) Third-Party Software. The Software Product may contain or include Third Party Software, including Open-Source Software. Licensee shall be licensed to use any such Third-Party Software subject to the applicable restrictions and other terms and conditions of use set forth in such documentation or other printed or electronic materials provided by GEARLINX.
- b) Delivery of Software. All Software Products, including but not limited to any Updates or Upgrades that are provided by GEARLINX, will be delivered by GEARLINX by electronic means. In no event will GEARLINX be required to deliver any Software Product, or any Updates or Upgrades, on tangible media.
- c) Limited Right of Use. Without limitation, Licensee may not redistribute, rent, lease, lend, license, sublicense, assign or otherwise transfer the Software Product or the use of the Software Product to any third party.

- d) Limited Right to Copy. Licensee may make one (1) copy of the object code version of the Software Product licensed under this Agreement for backup and archival purposes. Licensee may copy the support materials included with such Software Product only with GEARLINX's express written consent. Licensee shall not otherwise copy all or any part of the Software Product.

3. Hardware License Grant.

(a) Hardware Product. Subject to the payment of Invoices and applicable fees, and subject to the terms and conditions of this Agreement, GEARLINX hereby grants Licensee a nonexclusive, nontransferable right, with no right to grant sublicenses, to install and use the Hardware Product provided by GEARLINX to Licensee.

(b) Limited Right of Use. Without limitation, Licensee may not redistribute, rent, lease, license, sublicense, assign or otherwise transfer the Hardware Product or the use of the Hardware Product to any third party. The rights licensed to Licensee hereunder are personal, and the Hardware Product may not be used by or for the benefit of any affiliate of Licensee without GEARLINX's express written consent.

4. Zero Terms of Service.

4.1 During the Account term, GEARLINX grants Licensee the right to use its Service, subject to (a) timely payment of all charges applicable to Licensee's Subscription License for their Account and related GEARLINX Products, and (b) this Agreement. We reserve all other rights not expressly granted in this Agreement.

4.2 Licensee is solely responsible for:

- (a) the security of the Account, passwords, and files;
- (b) maintaining the security of each Enabled Device or Thing;
- (c) all use of the Services (including payment of fees associated with those uses), and;
- (d) all data, information, or other content transmitted over or uploaded to the Service and maintenance of a level of security or privacy for certain kinds of data. Licensee will abide by all legal requirements regarding the data Licensee transmits to or stores in the Service.

4.3 GEARLINX may, without liability, suspend or terminate any or all Services to some or all Account holders (including Licensee): (a) following a possible or actual security breach or cyber-attack on the Service; (b) in order to protect the Service network; or (c) if required by a governmental entity.

4.4 GEARLINX may, without liability, suspend or terminate any or all Services in Licensee Account if: (a) Licensee is engaging in suspected fraudulent or unauthorized use, (b) Licensee is listed on a government-issued restricted persons or entities list or warning list; (c) GEARLINX, in our discretion, determines that Licensee's use of the Services poses a business, technological or legal risk to GEARLINX or its customers; (d) Licensee has breached the Agreement or other contract Licensee may have with GEARLINX relating to the Service; (e) Payments in Licensee Account are past due; (f) there are no data transactions in Licensee Account for over 1 year; and (g) Licensee is using a device, image, or equipment that is defective or illegal or not authorized.

4.5 GEARLINX may, without liability, terminate Licensee's Account, or deny renewability, for any other reason or without cause upon at least one (1) month's advance notice prior to the end of any applicable Subscription License term for the Account Service.

4.6 GEARLINX may not retain data transmitted to the Service on a long-term basis. GEARLINX may, in its discretion, purge Licensee data at any time.

4.7 Unless and until Licensee notifies GEARLINX in writing to the contrary, GEARLINX will have the limited right to use Licensee company name and logo to identify Licensee as a customer for the Services in GEARLINX marketing communications and collaterals. As soon as reasonably practical after receipt of notice of termination of this right, GEARLINX will cease further use of Licensee name and logo, but will have no obligation to remove them from any pre-existing printed collateral materials GEARLINX have in inventory.

4.8 Licensee understands and accepts that Services may be temporarily unavailable for scheduled or unscheduled maintenance by GEARLINX or Third-Party Suppliers, or for other causes beyond GEARLINX's reasonable control.

4.9 Licensee acknowledges that (i) a TCP/IP connection a Licensee Authorized User and the Service is required in order to make use of the Services; (ii) due to technical, geographic, or political limitations or circumstances, Licensee Authorized User may not be able to communicate with the Service and (iii) GEARLINX cannot guarantee that a Licensee Authorized User will be able to connect to the Services from every geographic location. Licensee is responsible for determining whether Licensee Authorized User can connect to the Service and whether the connection is of a quality sufficient to meet Licensee's requirements.

4.10 GEARLINX reserves the right to suspend or limit data transactions of the Service without notice if it determines that transactions individually or as a group in the Licensee Account do or are likely to adversely affect the overall performance or cost to GEARLINX of the Service.

5. Other Restrictions.

Upgrades. Any computer software or firmware that is provided to Licensee by GEARLINX and labeled or otherwise identified by GEARLINX as a "Software or Firmware Upgrade" to the Software Product or Hardware Product (whether provided separately or as part of a package of upgrades) may be used by Licensee solely to upgrade the licensed Software Product or Hardware Product, and may be used solely in accordance with, and subject the limitations of, this Agreement.

6. Payments and Fees

In exchange for the license granted above, commencing on the billing start date, Licensee shall pay GEARLINX for the term hereof the fees, payable in advance in U.S. Dollars only, based on the Products in an invoice or purchase order, and on any other commercial terms contained in this Agreement.

Fees are payable regardless of whether Services are being used. Fees are non-cancellable and non-refundable. Unless otherwise agreed in writing, GEARLINX reserves the right to change the amount of the fees or applicable charges and/or to institute new charges for any period after the initial purchase, provided that notice of such fees or charges is given at least thirty (30) days in advance of the end of the then-current period.

Licensee is responsible for the payment of taxes of any kind including any [federal, state, local or foreign taxes, duties or levies] imposed on or based on the provision, sale, or use of the Products ("**Taxes**"). Except where Licensee provides us with a valid and correct tax exemption certificate applicable to the Products or Services, GEARLINX will bill Licensee for, and Licensee will promptly pay, any Taxes GEARLINX is obligated to collect in connection with the Products and Services provided under this Agreement. Licensee will not rely on GEARLINX to determine tax liability and Licensee will be responsible for assessing and paying any applicable use taxes when appropriate.

7. Term

The term of this Agreement will expire at the end of the period specified in the Subscription License purchased unless as renewed for successive terms as purchased in a Subscription License renewal unless either Party gives the other party notice of non-renewal at least one (1) month in advance of the end of the then-current term. GEARLINX may introduce new features and functionalities which may be made available to Licensee at an additional cost. Subscription License fees will be due and payable in full, at the price in effect at that time, directly to GEARLINX.

8. Termination.

(a) For Cause. Without prejudice to any other rights herein, either party may terminate this Agreement if the other party breaches any material obligation set forth herein, which breach is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such breach from the non-breaching party, or within such additional cure period as the non-breaching party may authorize in writing, such authorization not be withheld unreasonably. If GEARLINX terminates for cause, Licensee shall have no further right to use the Products for any purpose and shall promptly destroy any and all copies of the Products in its possession. If Licensee terminates for cause, Licensee shall be entitled to refund of any remaining fees paid under this Agreement and GEARLINX shall remit that refund within thirty (30) days.

9. Copyrights, Trademarks and Confidential Information.

(a) Ownership of Intellectual Property Rights. As between the Parties, GEARLINX shall own and retain all right, title, and interest in and to all GEARLINX IP. Licensee acknowledges and agrees that its possession, installation, and use of the Products does not transfer to it any title to the Products or any other GEARLINX IP, and that it is acquiring no rights of any nature to the Products or any other GEARLINX IP except for the license expressly granted in this Agreement. Licensee agrees not to take any action that would challenge, jeopardize, limit, or interfere in any manner with GEARLINX's rights with respect to any GEARLINX IP.

(b) Proprietary Notices. Licensee shall not remove, modify, cover, obfuscate, or alter any GEARLINX patent, copyright or trademark notice from any part of the Products or any copy of the Products, including but not limited to any such notices contained in the physical and/or electronic media or documentation, in any installation routine or dialogue or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Products.

(c) Confidential Information. "Confidential Information" shall mean, without limitation, (i) any and all data, trade secrets, business information, proprietary and other similar information and material that is related to either party's product plans, research and development, or know-how; (ii) any other information that the disclosing party identifies as being proprietary and/or confidential; and (iii) the terms and conditions of this Agreement. Confidential Information shall include all GEARLINX Confidential Information and all other nonpublic information that a party designates as being confidential or which, under the circumstances surrounding disclosure, whether written or verbal, ought to be treated as confidential. Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction or disclosure.

Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event shall either party use less than reasonable care in protecting the other's Confidential Information. Neither party will use the other's Confidential Information for the purposes other than those contemplated by this Agreement, or disclose such information to any third parties, except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law, rule, or regulation. Each party shall limit access by its officers, partners, principals, directors, representatives, agents, contractors, and employees to the other party's Confidential Information to only those who require such access in performing their duties hereunder, and shall further restrict such access to only such of the Confidential Information as may be required by such persons to perform such duties. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information. Upon termination or expiration of this Agreement, Confidential Information shall be returned or destroyed.

10. Limited Warranties.

- a) Software Product Limited Warranty. GEARLINX warrants that, for a period as defined by the term of the purchased and paid for Subscription License for the Software Product that the Software Product will perform substantially in accordance with the documentation for the Software Product, when operated by Licensee in the manner provided in such documentation. If any Software Product fails to conform to the warranty set forth in this Section, GEARLINX shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after GEARLINX receives from Licensee (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit GEARLINX to create such bug fix or software patch.
- b) Hardware Product Limited Warranty. GEARLINX warrants that Licensee purchased GEARLINX Hardware Product to be free from defects in workmanship and material (except in those cases where the materials are supplied by the Licensee) under normal and proper use and service for the period as defined by the term of the purchased Subscription License Hardware Warranty Period. If a matching Subscription License was not purchased with the Hardware Products then the Hardware Warranty Period shall not exceed three (3) months from the date of original purchase from a GEARLINX or an authorized GEARLINX partner.
- c) Hardware Product Sole Remedy. If the Hardware Product fails to meet this warranty 10(b) within the applicable Hardware Warranty Period and provided that GEARLINX confirms the specified defects, Licensee's sole remedy is to have GEARLINX, in GEARLINX's sole discretion, repair or replace such Hardware Product, at no additional charge. Repair parts and replacement products will be provided on an exchange basis and will be either new or refurbished. GEARLINX will retain all replaced parts and products. This hardware warranty also does not include service to replace or repair damage to the product if the serial number or seal or any part thereof has been altered, defaced, or removed. If GEARLINX does not find the product to be defective, the Licensee will be invoiced for said inspection and testing at GEARLINX's then-current rates, regardless of whether the product is under warranty.
- d) Notwithstanding the foregoing 10(a)(b)(c), this warranty does not include service to replace or repair damage to Products resulting from accident, disaster, abuse, misuse, electrical stress, negligence, any non-GEARLINX modification of the product except as provided or explicitly recommended by GEARLINX, or other cause not arising out of defects in material or workmanship.
- e) The foregoing limited warranties shall not apply to any defect in the Software Product or Hardware Product that is caused by (i) the use or operation of the Software Product or Hardware Product with an application or in an environment other than that intended or recommended by GEARLINX, (ii) modifications to the Software Product or Hardware Product not made by GEARLINX, or (iii) Licensee's failure to implement all patches or other error Corrections provided by GEARLINX.
- f) Services Warranties. GEARLINX warrants that, for a period as defined by the term of the purchased and paid for Subscription License for the Services that the Software Product will perform substantially in accordance with the documentation for the Software Product, when operated by Licensee in the manner provided in such documentation. If any Software Product fails to conform to the warranty set forth in this Section, GEARLINX shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after GEARLINX receives from Licensee (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit GEARLINX to create such bug fix or software patch.

- g) GEARLINX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. GEARLINX MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND GEARLINX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

GEARLINX SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND WARRANTIES, IMPLIED OR EXPRESS, FOR USES REQUIRING FAIL-SAFE PERFORMANCE OR FOR USES THAT REQUIRE IMMEDIATE, MISSION-CRITICAL, REAL-TIME DATA WHERE FAILURE OR FAULT OF THE SERVICE COULD LEAD TO (A) PERSONAL INJURY OR DEATH, (B) PROPERTY DAMAGE OR (C) ENVIRONMENTAL DAMAGE. THIS DISCLAIMER APPLIES TO (BUT IS NOT LIMITED TO) USES INVOLVING LIFE SUPPORT, MEDICAL DEVICES WHERE FAILURE COULD RESULT IN INJURY OR DEATH, AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION (WHILE IN TRANSIT), ANY FUNCTION REQUIRED FOR THE SAFE OPERATION OF CHEMICAL, PETROLEUM OR NUCLEAR FACILITIES, OR CRITICAL ASSET MONITORING. THE SERVICES ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY OF THESE OR OTHER FAIL-SAFE APPLICATIONS.

11. Exclusive Remedies

In the event of any breach of the foregoing warranty, GEARLINX shall use commercially reasonable efforts to attempt to remedy the problem by providing a revision, Update, or other fix. If GEARLINX notifies Licensee that it cannot remedy material defects in the Products, Licensee may elect to terminate this Agreement and return the defective Products to GEARLINX and would then be entitled to a refund of the Products actually paid by Licensee for the Products or a replacement Product during the original Warranty Period, if the original warranty is still in effect. The foregoing remedies are Licensee's sole and exclusive remedies for any breach of warranty.

12. Limitation of Liability. EXCEPT FOR ANY DAMAGES ARISING OUT OF (I) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) INTELLECTUAL PROPERTY INFRINGEMENT, OR (III) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAYABLE BY LICENSEE UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED EXCEPT FOR GROSS NEGLIGENCE OR INTENTIONAL MALFEASANCE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Licensee expressly agrees that GEARLINX's liability, if any, shall be limited solely to the replacement or repair of the Product in accordance with the warranties specifically and expressly set forth herein. The remedies of the Licensee are the exclusive and sole remedies available, and, in the event of a breach or repudiation of any provision of this agreement by GEARLINX, the Licensee shall not be entitled to receive any incidental damages as that term is defined in Section 2-715 of the Uniform Commercial Code. GEARLINX waives the benefit of any rule that disclaimer of warranty shall be construed against GEARLINX and agrees that such disclaimers herein shall be construed liberally in favor of GEARLINX.

GEARLINX may use Third-Party Suppliers for data transport and storage. Licensee acknowledges that storage technologies provided by Third-Party Suppliers may utilize multi-tenancy architecture, which may allow parties not associated with GEARLINX or a Third-Party Supplier to store or transmit data within the same framework used to store or transmit Licensee data. Licensee acknowledges that the transmission and storage of Licensee data may result in Licensee data crossing through or residing in multiple political jurisdictions. Each of these jurisdictions may have unique provisions relating to the privacy of Licensee data and information.

Licensee acknowledges that there are risks inherent in Internet connectivity that could result in the loss of privacy, data, Confidential Information, and property. Licensee acknowledges that there are risks inherent in transmitting log-in credentials, either for the Service or for Products, over a public network.

NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, NEITHER GEARLINX NOR ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES WILL BE LIABLE FOR (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) ANY MATTER BEYOND THE REASONABLE CONTROL OF GEARLINX, EVEN IF GEARLINX HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSSES OR DAMAGES; (C) ATTACKS ON OR HACKS OF LICENSEE DATA, WHETHER IN TRANSIT OR IN STORAGE; (D) PHYSICAL ATTACKS OR CYBER-ATTACKS UPON THE PRODUCTS OR SERVICE OR ITS NETWORK OR THE NETWORKS OR FACILITIES OF THIRD-PARTY SUPPLIERS; (E) THE BREACH OF OR LOSS OF PRIVACY OF E-MAIL ADDRESSES, REGISTRATION OR IDENTIFICATION INFORMATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT STORED ON GEARLINX EQUIPMENT, TRANSMITTED OVER NETWORKS ACCESSED BY THE PRODUCTS OR SERVICE, OR OTHERWISE CONNECTED WITH THE USE OF THE PRODUCTS OR SERVICES; OR (F) ANY REMEDY (BEYOND THE LIMITED REMEDIES SPECIFIED IN THE AGREEMENT) FOR FAILURE TO PROVIDE SERVICES.

THE PRICE STATED FOR THE GEARLINX PRODUCTS AND SERVICES IS A CONSIDERATION IN LIMITING GEARLINX'S LIABILITY UNDER THIS AGREEMENT.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. Indemnification.

- a) Licensee agrees to indemnify and hold harmless GEARLINX, its officers, directors, representatives, employees and agents (and any Distributors and resellers involved in providing the Products or Service to Licensee) against any damages, losses, liabilities, settlements and expenses (including, without limitation, costs and attorneys' fees) in connection with a claim or action that arises from or is based on (i) an alleged violation of the Agreement by Licensee or otherwise from Licensee's use of the Products or Service (or any of its features or associated services); (ii) an alleged violation of law; and/or (iii) any infringements arising out of Licensee use of the Products and Service (except as subject to the indemnity in the following subsection 13. b)).
- b) In the event any claim, suit or action is brought against Licensee that alleges any Product infringes a third party's U.S. patent or copyright, then GEARLINX shall provide Licensee with indemnity through one of the following means at its sole option and expense: (i) procure for Licensee the right to continue using the Products or Service, (ii) modify the Products or Service so that it is non-infringing, (iii) procure a replacement Product or Service that has substantially the same functionality, or (iv) cease providing any Product or Service under this Agreement and pay Licensee the amount of Licensee's actual damages derived from such claim, suit or action subject to a liability limits contained in this Agreement. GEARLINX's obligation under this subsection extend only to claims, suits or actions involving the Products or Service itself on a standalone basis and GEARLINX shall have no obligations under this subsection to Licensee: (a) if the technology comprising the Products or Service has been modified in any way, (b) for claims, suits or actions involving in whole or in part the manner in which Licensee used or are using the Products or Service, (c) for claims, suits or actions based in whole or in part on the use of the Products and Service in combination with other technologies, (d) use of the Products and Service that violates the law, or (e) use of the Products and Service in a manner for which it was not intended. THIS SECTION STATES OUR ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION ALLEGING INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

14. Export Restrictions. Licensee acknowledges and agrees that Products may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Licensee shall not export or re-export Products or any directly related materials in violation of such controls or any other laws, rules, or regulations of any country, state, or jurisdiction.

15. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand or by a reputable national overnight courier service or three business days after mailing when mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses provided on the invoice. Notices and other communications may also be transmitted by email. Such email shall be deemed delivered when sent by the party giving notice. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

16. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with, the laws of the State of Texas, USA, excluding its choice of law rules. Exclusive jurisdiction and venue for any lawsuits brought by either party arising from this Agreement or related to transactions under this Agreement shall be in the courts of Denton County, State of Texas, USA. In any event, this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

17. Attorneys' Fees. The Parties agree that, in the event of any dispute, the prevailing Party shall be entitled to receive from the other Party promptly on demand all costs, charges and expenses, including but not limited to reasonable attorneys' fees and costs, incurred or expended the prevailing Party arising out of or in any way pertaining to this Agreement in connection with any action or proceeding, whether or not there is a lawsuit. This includes, subject to any limits under applicable law, attorneys' fees, costs, court costs and related expenses (such as expert witness fees, investigation fees, inspection fees, and the like) incurred in state or federal court actions and/or proceedings under Title 11 of the United State Code (including without limitation efforts to modify or vacate any automatic stay, objections to claims, or injunctions), and appeals.

18. Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter. This Agreement does not grant any rights or remedies to any person or entity that is not a party to this Agreement and no person or entity is a third-party beneficiary of this Agreement. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest extent permissible the intent and the agreements of the Parties.

19. Representations and Warranties. The Parties each represent and warrant that: (a) each has the full power and authority to enter into this Agreement; (b) this Agreement is and will be duly authorized by all necessary corporate or organizational action and have and will be duly accepted and/or executed and delivered; (c) neither party has entered into or will enter into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or other restrictive covenants that may impair their ability to perform their specific obligations under the terms of this Agreement; and (d) each will comply in all material respects with all applicable state and federal laws, regulations, rules, governmental approvals, and any court orders and has obtained and complied with all required permits and licenses necessary to perform the services, if any, or provide any Products as contemplated hereunder

20. Publicity. Except as provided for in Section 4.7, absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases advertising, or any other similar publications or communications.

21. Assignment. Neither party may assign its duties or rights under this Agreement, whether by operation of law or otherwise, except with the other party's prior written consent; provided that GEARLINX will have the right to assign this Agreement to its affiliates. This Agreement shall be binding upon and inure to the benefit of respective affiliates, subsidiaries, successors, and assigns.

22. Force Majeure. If the performance by either party of any obligation under this Agreement (other than any payment obligation) is delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, war, civil disturbances, damage to its facilities, labor disputes, acts of any governmental body, or failure or delay of third parties), it will be relieved of performance of such obligation to the extent such performance is so limited or prevented, without liability of any kind. Nothing contained in this Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers, or other entities which it considers unreasonable.

23. Independent Contractor. The Parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. The Parties agree to hold the other harmless against any and all liability imposed or claimed, including reasonable attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of the party's employees or agents, including all claims relating to the injury or death of any person or damage to any property.

24. Privacy. Licensee agrees to allow GEARLINX to collect, use, disclose, and transfer Licensee information, as set forth in the GEARLINX privacy policy published at www.gearlinx.com/privacy-policy/ for the purpose of (a) using Customer information to send information regarding GEARLINX products and services; (b) disclosing Licensee information to provide assistance to law enforcement, governmental agencies, and other authorities; and (c) to allow GEARLINX to protect its Customers' and/or end users' rights.

25. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement concerning the Products.

Gearlinx reserves the right, in its sole discretion, at any time and from time to time, to replace, modify, add to or retract/delete all or any portion of this Agreement. It is Licensee's obligation to review the most recent version of this Agreement from time to time, posted at www.gearlinx.com/legal/ to ensure Licensee's continued acceptance hereof. Any revisions to this Agreement will become effective, and will constitute an amendment to this Agreement, twenty (20) business days after such revisions are posted, unless Licensee expressly accepts the revised Agreement as of an earlier date. Licensee's continued use of the Products after the applicable effective date of such revisions will conclusively establish Licensee's acceptance to be bound by the revised Agreement.

GEARLINX is not bound by any of the terms and conditions of any purchase order, receipt, acceptance, confirmation or other correspondence provided by Licensee.

Schedule 1.

Definitions

The following definitions shall apply to the terms of the Agreement:

"Account" means an online account for online access to the Service subject to this Agreement.

"Agreement" means this Master License Agreement and Terms of Service.

"Correction" means a modification to the Products to resolve one or more Errors.

"Documentation" means any and all manuals, specifications and other materials, electronic or otherwise, created by or on behalf of GEARLINX related to the Software Product and the Hardware Product, and all Updates, Upgrades, changes and Corrections thereto. The Documentation shall fully describe the proper procedure for installing and using the Software Product and the Hardware Product.

"Enabled Device or Thing" means a capable device, thing, connected to a GEARLINX Product or GEARLINX approved 3rd party image (virtual or otherwise) attached to the Service rightfully under Licensee's control.

"Error" means an instance of failure of the Products to perform at the level and with the functionality specifications described in the Documentation and in this Agreement.

"Hardware Product" means GEARLINX equipment and devices with embedded Software Product licensed by GEARLINX to Licensee pursuant to this Agreement, together with any associated media, printed materials, and online or electronic documentation provided by GEARLINX to Licensee.

"Confidential Information" has the meaning set forth in Section 6 of the Agreement and includes GEARLINX Confidential Information as defined herein.

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