

ADAM 5 LICENSE AGREEMENT



This software as a service Agreement for Adam 5 License (this "Agreement") applies to the Adam 5 License Order Form (the "Order Form") entered into by the client so-identified on the Order Form (the "Client") and the provider so-identified on the Order Form (the "Provider") and is effective as of the effective date so-specified on the Order Form (the "Effective Date"). Provider and Client are referred to herein individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Order Form, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions.

(a) "Affiliates" means, with respect to a Party, those business entities that are controlled by, or are under common control with, such Party. For purposes of this definition, "control" refers to the direct or indirect ownership of 50% or more shares with a right to vote or to any person's, company's or entity's capital share, or any other way or faculty of managing or controlling the management and policies of a person, company or entity, either by owning shares with a right to vote, by contract or any other way. Upon Provider's written request, Client shall provide Provider with the (i) names of Client's Affiliates, (ii) the number of Authorized Users each Affiliate of Client has, and (iii) the allocation of the Total Active Employees allocated among Client's Affiliates.

(b) "Authorized Equipment" means the equipment on which the Software is authorized to operate and which is so-identified on the Order Form.

(c) "Authorized User" means an employee, contractor, or agent of Client or any Affiliate of Client who is authorized by Client to use the Software in accordance with this Agreement.

(d) "Confidential Information" means (i) confidential or proprietary information of a Party or such Party's licensor(s) that is either marked as such or given the nature of the information or circumstances surrounding its disclosure, ought reasonably to be understood by the receiving Party to be confidential or proprietary information of the other Party and (ii) without limiting the foregoing, the Licensed Materials (in any and all formats), which are the Confidential Information of Provider.

(e) "Disclosing Party" means the Party disclosing or making available such Party's Confidential Information.

(f) "Documentation" means the on-line assistance files and instruction manuals related to the use of the Software and made available by Provider on Provider's website.

(g) "Executable Format" means the Software's code translated into specific instructions executable by a computer.

(h) "Licensed Materials" means the Software and the Documentation.

(i) "Receiving Party" means the Party receiving the other Party's Confidential Information.

(j) "Release" means a batch of error corrections or one or more functional improvements to the Software, which are

identified by a change in the first number after the dot: for example, ADAM V5.1 >> ADAM V5.2.

(k) "Software" means the software specified on the Order Form, including all Updates, Releases, and Upgrades delivered to Client under this Agreement following the Effective Date, but specifically excluding Third Party Software.

(l) "Third Party" means a person or entity other than the Parties.

(m) "Third Party Software" means software that is owned by a Third Party, including the third party software so-identified on the Order Form.

(n) "Total Active Employees" means the maximum number of employees, including current, temporary and retired workers, as so-specified on the Order Form or as otherwise increased through the purchase of an Upgrade.

(o) "Update" means an error correction for the Software, which is identified by a change in number following the Release number: for example, ADAM V5.1.1 >> ADAM V5.1.2.

(p) "Upgrade" means an increase in the number of Total Active Employees.

2. License. Provider grants to Client a non-exclusive, non-transferable, and perpetual license to use the Licensed Materials in Executable Format on the Authorized Equipment in one location utilizing one data base. Except as expressly granted to Client in this Agreement, Provider reserves all right, title, and interest in and to the Licensed Materials.

3. Internal Use Only. Client shall use the Licensed Materials only for Client's internal business purposes.

4. Restrictions.

(a) Client shall not (a) sell, rent, transfer, or grant a license in or to the Licensed Materials, (b) permit anyone to access or use the Licensed Materials other than Authorized Users, (c) decode, dismantle, decompile, invert, or reverse engineer the Software, (d) use the Licensed Materials to provide Third Parties with services (such as processing, commercial timesharing, or rental, sharing, application service provider, "service office" or "service bureau" arrangements), or (e) modify or prepare derivative works of the Licensed Materials.

(b) CLIENT ACKNOWLEDGES AND AGREES THAT (i) THE SOFTWARE WILL BECOME DISABLED AND SHALL NOT OPERATE IN THE EVENT THE NUMBER OF AUTHORIZED USERS EXCEEDS THE THEN-CURRENT TOTAL ACTIVE EMPLOYEES AND (ii) THE CONTINUED USE OF THE SOFTWARE SHALL BE SUBJECT TO CLIENT'S COMPLYING WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND RECEIVING EACH YEAR FROM PROVIDER A "KEY" AUTHORIZING CLIENT'S CONTINUED USE OF THE SOFTWARE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT PROVIDER SHALL BE ENTITLED TO, AND SHALL HAVE THE ABILITY TO, REMOTELY DISABLE CLIENT'S USE OF THE SOFTWARE IN THE EVENT CLIENT FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

(c) All Third Party Software shall be subject to the license terms and conditions imposed by the licensors thereof,

and Provider shall pass through such terms and conditions to Client to the extent permitted.

5. Delivery. Promptly following the Effective Date, Provider shall deliver to Client an electronic copy of the Licensed Materials.

6. Copies. Client shall copy the Licensed Materials only as necessary for archival and disaster recovery purposes, and Client shall, at all times, maintain updated records of the location of all such copies, which copies shall contain Provider's proprietary notices and marks. Client's use of any such copies of Licensed Materials shall, at all times, remain subject to the terms and conditions of this Agreement.

7. Implementation.

(a) Provider shall implement the Software for Client (the "Implementation Services") in accordance with the working plan attached to the Order Form (as such plan may be modified by the Parties in writing from time to time, the "Working Plan"), subject to Client's cooperation and assistance. The fee for providing the Implementation Services (the "Implementation Fee") is set forth on the Order Form (subject to any adjustment pursuant to Section 10(b)), which fee is based upon an estimate of the number of hours to provide the Implementation Services as identified on the Order Form (the "Estimated Hours"). The "Implementation Date" is the date on which Provider determines that the Implementation Services are complete.

(b) Each Party shall comply with such Party's implementation responsibilities that are set forth in the Working Plan (the "Implementation Responsibilities"), including providing all necessary equipment, personnel, passwords, and data. Failure of Client to comply with Client's Implementation Responsibilities may result in delays and additional costs.

(c) Provider shall provide the training courses set forth in the Working Plan for the Software to Client's personnel (the "Training Courses"), at the training facilities designated in the Working Plan, in accordance with Provider's training policies and procedures. Client shall ensure that the appropriate Client personnel attend the Training Courses.

8. Support. Provider shall provide help-desk support to Client for the Software ("Support") during Provider's normal business hours to the extent so-provided in the Order Form, including any special conditions that are agreed to by the Parties and set forth on the Order Form. The fee for providing Support (the "Support Fee") shall be set forth on the Order Form.

9. Maintenance. Provider shall provide maintenance to Client for the Software in the form of Releases and Updates ("Maintenance") to the extent so-provided in the Order Form, including any special conditions that are agreed to by the Parties and set forth on the Order Form. The annual fee for providing Maintenance (the "Annual Maintenance Fee") shall be set forth on the Order Form. Client may not elect to terminate Maintenance.

10. Consideration.

(a) Client will pay the license fee listed on the Order Form in accordance with the payment schedule set forth on the Order Form.

(b) Client will pay the Implementation Fee in accordance with the payment schedule set forth in the Order Form; provided, however, that in the event the actual number of hours spent by Provider in providing the Implementation Services exceeds the number of Estimated Hours by more than 10%, then Client will pay such excess over 10% to Provider, calculated using Provider's then-current time and materials rates..

(c) Client will pay a prorated portion of the Annual Maintenance Fee concurrently with the execution of the Order Form; such prorated amount shall be based upon the number of days remaining in the calendar year as of such execution date. Thereafter, Client will pay the Annual Maintenance Fee in its entirety in advance on or before the twentieth day of each January.

(d) All undisputed past due amounts owed by Client shall bear interest until paid in full at the rate of the lesser of (i) 1.5% per month or (ii) the maximum allowed by law. If any undisputed amount is past due, Provider may terminate the license granted in Section 2 above and suspend providing any and all services pursuant to this Agreement, unless and until such undisputed past due amount, all accrued interest, and any and all collection fees are paid to Provider.

(e) All payments by Client under this Agreement or the Order Form shall be made free and clear of, and without deduction for, any present or future taxes, levies, imposts, deductions, charges, or withholdings, and any liabilities with respect thereto. If Client shall be required by law to deduct any included taxes from, or in respect of, any sum payable hereunder to Provider (including withholding taxes), then (i) such sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 10(e)), Provider receives an amount equal to the sum Provider would have received had no such deductions been made, (ii) Client shall make such deduction, and (iii) Client shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. Client will indemnify Provider for the full amount of included taxes paid by Provider and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto, whether or not such included taxes were correctly or legally asserted. Payment under this indemnification shall be made within ten days following the date Provider makes written demand therefor.

11. Limited Warranty.

(a) Provider warrants that, during the 90-day period immediately following the Effective Date (the "Limited Warranty Period"), the Software will substantially perform in accordance with the Documentation (the "Limited Warranty"). If, during the Limited Warranty Period, the Software fails to substantially perform in accordance with the Documentation, then Provider's sole obligation, and Client's sole remedy, shall consist of Provider's: (i) correcting any such failures that Client reports to Provider prior to the expiration of the Limited Warranty Period or (ii) replacing the Software resulting in such failure, in which case Client shall return the Software to Provider in the corresponding storage means.

(b) The Limited Warranty is automatically invalidated in the event any such failure results from (i) an accident, (ii) abuse or improper use of the Software, (iii) malfunction problems in the Equipment where it has been installed, or (iv) other hardware or software used with the Software. In addition, the Limited Warranty shall not be valid if, at the time of any alleged breach of the Limited Warranty, Client is not current with Client's payment obligations under this Agreement or Client is otherwise in breach of this Agreement or the Order Form.

(c) If Client files a claim on this warranty, and it is determined that the Software does substantially perform in accordance with the Documentation, Client shall cover Provider's expenses and costs applicable thereto, in accordance with Provider's price list in at the time.

12. Disclaimers and Limitations.

(a) THE WARRANTIES SET FORTH IN SECTION 11 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY PROVIDER. PROVIDER

MAKES, AND CLIENT RECEIVES, NO OTHER WARRANTIES, EXPRESS OR IMPLIED. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT OR GUARANTEE THAT (i) THE SOFTWARE WILL NOT HAVE ANY ERRORS OR THAT THE SOFTWARE WILL WORK CONTINUOUSLY OR UNINTERRUPTED, (ii) THE LICENSED MATERIALS WILL HAVE A PARTICULAR QUALITY, (iii) THE SOFTWARE WILL BE CONVENIENT FOR SPECIFIC PURPOSES FOR CLIENT OR THAT THE SOFTWARE MAY ACHIEVE SPECIAL RESULTS, OR (iv) ALL ERRORS OR DEFECTS IN THE SOFTWARE SHALL BE CORRECTED. THE SOFTWARE IS PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

(b) EXCEPT FOR ANY CLAIM OR CAUSE OF ACTION CONCERNING CLIENT'S NON-PAYMENT, EACH PARTY'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT (FOR ANY AND ALL REASONS AND FOR ANY AND ALL TYPES OF CLAIMS) SHALL NOT EXCEED THE FEES RECEIVED BY PROVIDER DURING THE 12-MONTH PERIOD PRECEDING SUCH OBLIGATION OR LIABILITY (AS APPLICABLE) AND (ii) EACH PARTY SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO SUCH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FROM ANY INTERRUPTION OF THE OTHER PARTY'S BUSINESS OR THE OTHER PARTY'S LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXISTENCE OF MORE THAN ONE CLAIM OR CAUSE OF ACTION SHALL NOT INCREASE THE LIMITS IN THIS SECTION 12(b). PROVIDER SHALL NOT BE SUBJECT TO ANY EQUITABLE REMEDY IN FAVOR OF CLIENT, SUCH AS INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE, REFORMATION, OR RECEIVERSHIP.

(c) EXCEPT FOR ANY CLAIM OR CAUSE OF ACTION CONCERNING CLIENT'S NON-PAYMENT, IN NO EVENT SHALL EITHER PARTY ASSERT A CLAIM OR CAUSE OF ACTION AGAINST THE OTHER PARTY MORE THAN TWO YEARS AFTER SUCH CLAIM OR CAUSE OF ACTION ACCRUED.

13. Confidentiality.

(a) Each Disclosing Party contends that the Disclosing Party's Confidential Information (including the Licensed Materials with respect to Provider as the Disclosing Party) is proprietary to the Disclosing Party and contains trade secrets of the Disclosing Party. Title to the Disclosing Party's Confidential Information (including the Licensed Materials with respect to Provider as the Disclosing Party) remains in the Disclosing Party at all times, and all rights to patents, copyrights, trademarks, trade secrets, and all other intellectual property rights in and to the Disclosing Party's Confidential Information and all changes to such Confidential Information, whenever made, including all modifications, versions, enhancements, improvements, and derivative works (whether made by the Disclosing Party or the Receiving Party), are and shall remain in the Disclosing Party.

(b) The Receiving Party shall disclose, display, or otherwise make available the Confidential Information of the Disclosing Party only to employees, consultants, and agents of the Receiving Party who have a need to know such Confidential Information in the performance of their duties for the Disclosing Party and in accordance with this Agreement and, with respect to such consultants and agents, who have agreed in writing to be bound by non-disclosure obligations at least as restrictive and protective as those set forth in this Agreement. The Receiving Party shall use reasonable care to prevent disclosure of the Disclosing Party's Confidential Information, including taking

appropriate action by instruction or agreement with the Receiving Party's employees, consultants, and agents who are permitted access to the Disclosing Party's Confidential Information to satisfy the Receiving Party's obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by any Affiliate of the Receiving Party, or by any of the Receiving Party's personnel or contractors, as applicable.

(c) The Receiving Party's obligations under this Section 13 shall not apply to any portion of the Confidential Information of the Disclosing Party that is (i) available to the public without any obligation of confidentiality other than as a result of a disclosure in breach of this Agreement or (ii) is disclosed by the Receiving Party with the Disclosing Party's prior written consent.

(d) In the event that the Receiving Party is required to disclose any portion of the Disclosing Party's Confidential Information by order of a court of competent jurisdiction, administrative agency, or governmental body by law, rule, regulation, or by subpoena or other legal process, the Receiving Party shall (i) provide the Disclosing Party with prompt written notice of any such required disclosure, (ii) cooperate with the Disclosing Party in seeking a protective order to prevent disclosure thereof, and (iii) to the extent that disclosure of any portion of the Disclosing Party's Confidential Information is legally required and is not subject to a protective order, the Receiving Party will furnish only that portion of the Disclosing Party's Confidential Information which is specifically required to be disclosed.

14. Audits. Client shall keep clear and complete files with all information Provider might require to verify compliance with this Agreement (the "Audit Files"). Provider shall have the right, upon three days' prior notice, to audit and analyze the Audit Files, Client's equipment, and any other necessary Client property (real or personal) during Client's normal working hours and with a minimum disruption, so as to verify the compliance with this Agreement. Each audit shall be carried out at the expense of Provider, unless the results of the audit show a breach of this Agreement by Client, in which case Client shall pay the expenses and fees of such audit. If the results of an audit show a due payment owed to Provider or any other breach to the terms of this Agreement, Client shall immediately pay or rectify such breach (as applicable).

15. Term and Termination.

(a) This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Section 1515(b).

(b) Provider may immediately terminate this Agreement if Client (including any officer, employee, or agent of Client) violates Section 2, 3, 4, or 13 and fails to cure such violation within ten business days following receipt of notice of such violation. Upon receipt of any such notice, Client shall work in good faith to immediately cure any such actual violation, and Client shall, within five days following receipt of such notice, describe such good faith cure efforts in writing to Provider. Either Party may terminate this Agreement immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and fails to cure such breach within 30 days after receiving written notice from the non-breaching Party describing such breach. Either Party may terminate this Agreement for any reason upon at least 90 days prior written notice to the other Party.

(c) Within five business days following the termination of this Agreement, (i) each Party shall return to other Party the other Party's Confidential Information (including the Licensed Materials and all related materials with respect to Client's return of Confidential Information to Provider) and (ii) Client shall pay Provider all accrued and outstanding amounts under this Agreement and the Order Form. Termination of this Agreement terminates (automatically and without any further

action by any Party) all licenses granted by Provider under this Agreement, which licenses termination shall be in addition to, and not in lieu of, any legal or equitable remedy available to Provider.

16. Arbitration.

(a) All claims, disputes, controversies, and all other matters arising out of, or related to, the validity, scope, making, interpretation, enforceability, performance, breach of, or relating in any way to this Agreement or the relationship between the parties created by this Agreement or the subject matter of this Agreement, including the authority or capacity of any signatory to this Agreement, shall be determined by binding arbitration in Dallas, Texas, in accordance with the rules and procedures of the International Center for Dispute Resolution (the "Arbitration Body"), supplemented by the IBA Rules on the Taking of Evidence in International Commercial Arbitration. The arbitration shall be conducted in English as spoken in the U.S. Each party will provide and pay for translators and translated documents required by such party. All awards, final or interim, shall be in writing with the reasons for the decision stated. The making, validity, scope, interpretation, and enforceability of this Agreement, including who shall be parties to the arbitration and what issues shall be submitted to arbitration, shall be determined by the arbitrator chosen in accordance with this Agreement (the "Arbitrator").

(b) Any party may initiate arbitration by written notice to the other party of the intention to arbitrate, specifying the claims to be arbitrated. The arbitration shall be conducted before a single Arbitrator selected by the parties. Should the parties be unable to agree on the neutral Arbitrator within 15 days following the non-initiating Party's receipt of an arbitration notice, the Arbitration Body shall appoint the Arbitrator. In the event of the incapacity of the Arbitrator after appointment, which incapacity will prevent the conclusion of the proceedings within the time limits set forth below, such Arbitrator shall be replaced in the same manner as originally appointed.

(c) The Arbitrator shall have a minimum of ten years' experience in the computer software industry. Within 15 days following the appointment of the Arbitrator (the "Appointment Date"), the Arbitrator shall convene a preliminary hearing to set a schedule for the proceedings. Unless the parties stipulate to the contrary, the final arbitration hearing will be held no later than 180 days after the notice of intent to arbitrate is served, and the Arbitrator will render the Arbitrator's final decision no later than 60 days after the final hearing is concluded.

(d) Unless the Arbitrator, upon a showing of good cause, rules otherwise, a claim of confidentiality of any answer or document will be honored, and such information will not be disclosed to third parties or used for any purpose outside the arbitration without the consent of the party claiming the privilege. The discovery period shall begin 15 days after the Appointment Date and shall conclude 90 days later. Each party shall produce all documents relied upon to support a claim or defense and a list of all individuals with knowledge relevant to any claim or defense within 15 days following the beginning of the discovery period. Each party will be allowed to ask 20 written interrogatories, including subparts, and to propound 20 requests for production of documents or other tangible things. The parties may interview and discuss matters with witnesses. The receipt and consideration of all evidence will be within the sole discretion of the Arbitrator.

(e) The substantive law of the state of Texas shall apply to all issues presented to the Arbitrator, including the validity, scope, interpretation, and enforceability of this Section 16. Conflict of laws or choice of law principles that might call for the application of another law shall not be applied.

(f) This Section 16 shall apply to the parties and all those who benefit directly or indirectly from this Agreement or who seek to enforce or take advantage of this Agreement, including all subcontractors, suppliers, designers, or manufacturers. All legal doctrines, such as agency, assumption,

estoppel, third party beneficiary, and alter ego, shall be broadly construed to include non-signatories within the application of this Section 16. As a means of lowering costs, efficiently resolving disputes, and avoiding conflicting decisions, the parties agree to consolidated arbitration of interrelated disputes involving common questions of law or fact in accordance with the terms of this Agreement, including disputes involving third parties.

(g) The Arbitrator is empowered to issue subpoenas for witnesses and documents. Any and all decisions or orders of the Arbitrator may be enforced if necessary by any court. The Arbitrator's award(s) (interim and final) may be confirmed and judgment entered upon the award(s) in any court having jurisdiction over the parties or in any jurisdiction where any of the parties have real or personal property, each party consenting to jurisdiction in such venues.

(h) In no event shall the Arbitrator award money damages or equitable relief or specific performance that is not expressly authorized by, or that is in conflict with, this Agreement.

17. General.

(a) Provider may obtain equitable relief to enforce the provision this Agreement, without the requirement of posting bond or other security.

(b) This Agreement may be changed, waived, or discharged only pursuant to a written agreement between the Parties.

(c) The waiver or failure of a Party to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement by such Party.

(d) This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(f) Any notices or communications to be given under this Agreement by either Party to the other Party shall be deemed to have been duly given if given in writing and (1) personally delivered, (2) sent by nationally recognized overnight courier, (3) sent by facsimile (with electronic confirmation), or (4) sent by mail, certified, postage prepaid with return receipt requested, in each case, at the address for such other Party set forth on the Order Form. Notices delivered personally, by courier, or by facsimile shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00 a.m. on the third business day after mailing. Any Party may change such Party's address for notice under this Agreement by giving five days prior written notice to the other Party of such change in the manner provided in this Section 17(f).

(g) This Agreement, including issues of formation, validity, interpretation, and enforcement of this Agreement, shall be governed by, and subject to, the law of the state of Texas, without the application of any conflicts of law rules that might call for the application of a different law. All disputes regarding or related to this Agreement shall be subject to

arbitration in Dallas, Texas, pursuant to Section 16, and any issues that are not encompassed in Section 16, including claims that Section 16 is void, shall be subject to the exclusive jurisdiction of the courts of the United Mexican States.

(h) Each Party shall pay all of such Party's own expenses relating to the negotiation and preparation of this Agreement, including the fees and expenses of such Party's counsel.

(i) This Agreement does not create, and shall not be construed as creating, any right enforceable by anyone not a Party.

(j) Client may not assign or sublicense this Agreement or the Order Form (or delegate Client's rights, duties, or obligations under this Agreement or the Order Form) without Provider's prior, express, and written consent. Provider may assign this Agreement and the Order Form (and delegate Provider's rights, duties, and obligations under this Agreement and the Order Form) upon Provider's election.

(k) This Agreement and the Order Form (including the exhibit(s) to the Order Form) (i) embody the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and (ii) supersede all prior agreements and understandings relating to the subject matter of this Agreement.

(l) In the interpretation of this Agreement, except where the context otherwise requires, (i) "including" or

"include" does not denote or imply any limitation, (ii) "or" has the inclusive meaning "and/or," (iii) "and/or" means "or" and is used for emphasis only, (iv) "\$" refers to United States dollars, (v) the singular includes the plural, and vice versa, and each gender includes each other gender, (vi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, (vii) "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement, and (viii) all references to times are times in Mexico City, Mexico.

(m) During the Term and for a period of one year following termination (for any reason) of this Agreement, neither Client nor any Affiliate of Client will solicit, directly or indirectly, for employment or hire any employee of Provider or any Affiliate of Provider who is or was actively involved in the performance of services under this Agreement without the prior written consent of Provider.

(n) Provider shall not be in default of this Agreement by reason of any failure of Provider to perform under this Agreement if such failure results, directly or indirectly, from a cause beyond Provider's reasonable control, including any (i) international, federal, state, or local law, statute, or regulation, (ii) act of God, (iii) war or terrorism, (iv) civil disturbance, (v) act of any government, or (vi) failure of any Third Party.

(o) Client shall not export or re-export the Software without written prior consent from Provider.

(p) This Section 17 and Sections 10, 12, 13, 14, 15(c), and 16 shall survive termination of this Agreement.