



## Product License and Support - Terms and Conditions

This Software Product License and Support Agreement - Terms and Conditions (hereinafter "Agreement") is incorporated into and made a part of the Purchase Agreement between eGenuity, LLC and CUSTOMER as identified in the Purchase Agreement. This Agreement additionally applies to any and all CUSTOMERS who utilize eGenuity, LLC products.

The parties hereby agree as follows:

1. **Product(s).** eGenuity develops and sells software and associated hardware to businesses to assist in data and business management. CUSTOMER is engaged in the business of automotive service. For purposes of this Agreement, the term "Product(s)" shall refer to those products described in Exhibit A which is made a part of this Agreement. Unless CUSTOMER outlines and specifically describes functions Product(s) requirements on Exhibit "C", CUSTOMER and eGenuity expressly understand that the Product(s) is being purchased "as-is". CUSTOMER acknowledges that eGenuity Product(s) identified and described in Exhibit "C" are not intended to perform or function C than as CUSTOMER has stated in Exhibit "D". Exhibit "C" must be signed by authorized representatives from eGenuity and CUSTOMER.
2. **Grant of License.**
  - (A) *License for Use.* In accordance with the terms herein, eGenuity grants to CUSTOMER, and CUSTOMER accepts from eGenuity, a perpetual non-exclusive and non-transferable license to use the current version of the Product(s). CUSTOMER shall not have the right to sell the Product, nor does this grant of rights include the right of CUSTOMER to sub-license the rights in the Product(s) granted to it to any third party. CUSTOMER shall not have the right to sell the information obtained in the Product(s) separately from the Product(s). The License granted from eGenuity to CUSTOMER pursuant to this

Agreement shall be limited to the authorized locations specified in Exhibit B which is attached hereto and made a part hereof.

- (B) *Alteration of Product(s).* CUSTOMER shall make no changes, additions or deletions in the Product(s) without eGenuity's prior written approval. CUSTOMER acknowledges that the eGenuity products are configurable by the CUSTOMER and that these configurations can and *will* alter the functionality of the product. CUSTOMER also acknowledges that the settings and configurations can result in the software functioning in an infinite number of operations. eGenuity will only assist in the configuration process, but will not be responsible for these settings made available to the end-user or settings that are configured based on eGenuity's general understanding of the desired use.
- (C) *Delivery of Product(s).* Upon signing hereof eGenuity shall deliver the Product(s) to CUSTOMER in a form to be mutually agreed upon. eGenuity shall make updates or enhancements of the Product(s) available to CUSTOMER as such updates or enhancements are developed, and all the terms of the license provided hereunder shall be applicable to such updates or enhancements. eGenuity shall continue to provide such updates and enhancements to CUSTOMER, so long as CUSTOMER is not in default of this Agreement in any way.
- (D) *Proprietary Nature of Product(s).* The Product(s) and all programs developed hereunder and all copies thereof are proprietary to eGenuity and title thereto remains in eGenuity at all times. All applicable rights to patents, copyrights, trademarks and trade secrets in the Product(s) or any modifications made at CUSTOMER's request are and shall remain the property of eGenuity. CUSTOMER shall not sell, transfer, publish, disclose, display or otherwise make available the Product(s) or copies thereof to others. CUSTOMER agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the

maintenance of eGenuity's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. CUSTOMER may make copies solely for back-up purposes, and all copies of the Product(s) so made by CUSTOMER are and shall remain property of the eGenuity. All copies made by the CUSTOMER of the Product(s) and other programs developed hereunder, including translations, compilations, and partial copies with modifications and updated works, are the property of eGenuity. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement and shall permit eGenuity to pursue all remedies herein and otherwise allowed in law and equity.

3. **Term.** This Agreement is effective upon execution. The Support Term shall begin as of the date upon which the Product(s) have been installed and are operational at the CUSTOMER's business locations (herein after referred to as the "Go Live Date"). Furthermore, the Go Live Date is not effected by configuration settings or items not defined in Exhibit "C". The support payments due pursuant to this Agreement shall become payable upon the Go Live Date for each of the CUSTOMER's locations. The initial term of this Agreement is for a period of 12 months beginning on the Go Live Date(s). This Agreement shall automatically renew for 12-month periods unless terminated by either party by serving the other party with written notice of non-renewal not less than thirty (30) days before the expiration of the current term. Upon termination of this Agreement, either by expiration of the term or as a result of a breach of the Agreement, eGenuity will uninstall and remove the Product from all computers located at authorized locations specified in Exhibit B.

4. **Price.** The CUSTOMER agrees to pay the License Fee and the monthly Support Fee, Data Fees when applicable, plus the amounts due for any hardware or additional software purchased from eGenuity, as further described in Exhibit A which is made a part of this Agreement. CUSTOMER agrees to pay a late fee equal to

eighteen percent (18%) of the payment due for each payment made after the due date which is more specifically defined in Exhibit A. Failure of CUSTOMER to make timely payment to eGenuity pursuant to the terms of this Agreement shall be considered an act of default on the part of the CUSTOMER and shall authorize the immediate termination of this Agreement by eGenuity. The billing address for each of the CUSTOMER's authorized locations is specified in Exhibit B which is attached hereto and made a part hereof. If CUSTOMER chooses to pay the License Fee(s) and monthly Support Fee(s) via credit card payments, CUSTOMER shall utilize the secure eGenuity eCommerce Portal for complete payment.

5. **Copyrights.** eGenuity is the sole owner and proprietor of the copyrights to said Product(s). CUSTOMER shall take all reasonable and necessary measures to protect eGenuity's copyright in the Product(s) while in possession of said Product(s) by complying with all applicable domestic and international copyright laws.

6. **Trademarks. eGenuity, eLube, and ezWash** and associated colophons are trademarks of eGenuity and eGenuity owns all title, goodwill and interest therein. eGenuity shall have the right to review and approve in advance any use by CUSTOMER of eGenuity trademarks in the packaging, advertising and promotion of work generated by eGenuity's Product(s) (hereinafter referred to as "Promotion Materials") and CUSTOMER shall provide eGenuity a reasonable opportunity to review the CUSTOMER Promotion Materials prior to CUSTOMER using the Promotion Materials.

7. **Reservation of Rights.** All other rights whether now existing or which may hereafter come into existence, which are not expressly granted to CUSTOMER, herein are reserved to eGenuity and may be exercised, sold, licensed, or otherwise disposed of by eGenuity at any time. eGenuity retains all other rights to and multimedia uses of the Product, including but not limited to hand-held computer, on-line commercial databases, all CD-ROM and DVD uses, CD-ROMXA, CD-I, DVI, audio,

abridgment or condensation, translation and all forms of book publication. This Agreement shall in no way limit eGenuity's right to license the Product(s) to other users.

8. **Warranties.**

- (A) Limited 30-day Warranty. eGenuity warrants to CUSTOMER that any diskette, CD, or DVD delivered to the CUSTOMER on which the Product(s) is recorded is free from defects in materials and faulty workmanship under normal use during the period of thirty (30) days from the date of delivery to the CUSTOMER. If a defect in a diskette, CD, or DVD appears during this 30-day period, the defective item may be returned to eGenuity, postage prepaid, addressed to: **eGenuity, LLC, P.O. Box 157, Monroe, Indiana 46772.** eGenuity shall replace the defective item without charge to the CUSTOMER. This warranty does not cover items damaged, modified, or misused after delivery to CUSTOMER.
- (B) Standard of Performance. eGenuity warrants that Product(s) will conform, as to all substantial operational features, to eGenuity's current published specifications when installed and will be free of defects which would substantially affect system performance.
- (C) Claim of Defect. The CUSTOMER must notify eGenuity in writing, within ninety (90) days of delivery of the Product(s) to the CUSTOMER, excluding delivery of any subsequent modifications to the Product(s), of its claim of any such defect. If eGenuity finds the Software defective, eGenuity's sole obligation under this warranty is to remedy such defect in a manner consistent with eGenuity's regular business practices.
- (D) Modification. If any modifications are made to the Products by CUSTOMER during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to CUSTOMER's errors or systems changes shall be billed at eGenuity's standard time and materials charges.
- (E) Copyright Warranties. eGenuity warrants and represents that the Product(s) in no way violates any existing copyright, either in whole or in part, and that it contains no matter which, if published, will be libelous.

eGenuity shall not be liable for any claims based on material inserted in or added to the Work by CUSTOMER, or edited out of the Work by CUSTOMER, whether with or without the permission of eGenuity.

- (F) eGenuity Limited Warranty. **The warranties of eGenuity described herein are limited warranties and is the only warranty made by eGenuity. eGenuity makes and CUSTOMER receives no other express or implied warranty. eGenuity shall have no liability whatsoever with respect to its obligations under this agreement for consequential, exemplary, or incidental damages - even if eGenuity has been advised of the possibility of the occurrence of such damages. eGenuity expressly excludes all warranties of fitness for a particular purpose and warranties of merchantability. The stated express warranty is in lieu of all liabilities or obligations of eGenuity for damages arising out of or in connection with the delivery, use, or performance of the software systems.**
- (G) CUSTOMER Warranty. CUSTOMER warrants and represents that if CUSTOMER should modify the Work in a manner which violates any copyright, patent, process, idea, method, device or any other right of any party, CUSTOMER shall indemnify eGenuity for all damages, costs and expense (including reasonable attorney fees) which it may incur as a result of a breach of these warranties and representations.

9. **Installation.** CUSTOMER acknowledges that installation requires the commitment of human and other resources by eGenuity and its agents, independent contractors and third-party-vendors and that delays are costly to those parties. CUSTOMER is aware of these costs and, upon scheduling installation with eGenuity, its agents, independent contractors and third-party vendors, and CUSTOMER agrees that eGenuity has the right to charge CUSTOMER a fee for all delays in which eGenuity, its agents, independent contractors and third-parties, whichever is applicable, have not received at least two (2) weeks prior written notice from CUSTOMER.

10. **Support and Service.** As part of this Agreement, CUSTOMER agrees to pay for and eGenuity agrees to provide the following support for the Product(s) that is the subject of the Agreement.
- (A) Toll-Free Number. CUSTOMER will be provided with a toll-free number for responses to support questions for the duration of this Agreement during eGenuity's normal business hours.
  - (B) Problem Diagnosis. eGenuity support may lead the user through corrective action over the telephone to determine problem origin and ascertain corrective steps with the product to a reasonable degree. eGenuity is not obligated to resolve issues involving outside hardware and accepts no liability for product damage due to faulty or malfunctioning equipment owned by the CUSTOMER or damage caused by CUSTOMER's personnel or contractors.
  - (C) Problem Resolution Timing. eGenuity will make every effort to resolve problems in an expedient manner, but guarantees no time-line for problem resolution. guarantees no time-line for problem resolution.
  - (D) Required Training. If at any time during the period of this Agreement eGenuity believes that telephone support assistance is insufficient to resolve continued problems with the product, eGenuity reserves the right to require the CUSTOMER to purchase a training session from the eGenuity.
  - (E) Product(s) Updates. CUSTOMER agrees to periodic purchase of product updates, fixes or enhancement as deemed appropriate or necessary by eGenuity. The cost for said shipment shall be borne by the CUSTOMER. CUSTOMER expressly authorizes, permits and allows or will authorize, permit or allow eGenuity staff, personnel, agents, consultants or other designees of eGenuity to access computers, terminals, servers or other hardware necessary to provide Product(s) Updates. eGenuity shall have the right to alter terms to this Agreement without providing any notice to CUSTOMER and CUSTOMER agrees to be bound by changes made hereto by eGenuity.
  - (F) Vehicle Data. eGenuity may provide CUSTOMER with a vehicle data (such as CHEK-CHART, CarFax, NexPart or other data sources) for the duration of this Agreement. CUSTOMER indemnifies and holds eGenuity harmless against all liability arising from any errors, mistakes, defects or malfunctions resulting from the use of said program. In the event the CUSTOMER fails to perform pursuant to the terms of this Agreement or upon termination of this Agreement, eGenuity shall have the right to immediately terminate and/or take possession of the vehicle data program and data files.
  - (G) Discounts. CUSTOMER may be offered periodic discounts for new products and add-ons to the installed Product(s). Offers for such products otherwise not required by the eGenuity may be accepted at the CUSTOMER's option.
  - (H) Network Version. If the eGenuity's Product(s) is a eGenuity approved network (LAN) version, this Agreement shall include full support as detailed herein. eGenuity shall not provide help with initial set-up, maintenance or compatibility questions on non-supported networks.
  - (I) Audit of Product(s) Use. eGenuity shall have the right to audit the use by the CUSTOMER of the Product(s) covered by this Agreement at any reasonable time.
  - (J) Database Backups. CUSTOMER is solely responsible for database backups. eGenuity is not responsible for any loss of data that may occur as a result of natural disaster, fire, acts of God, hardware failure or any other reason. Any restoration work needed by CUSTOMER shall be billed at an hourly rate.
  - (K) CUSTOMER's Computer Network. The CUSTOMER is entirely responsible for its network preparation. Network preparation includes all necessary cabling, computer connections, printing, firewalls, security software, or other items directly related to the network. Additionally, CUSTOMER acknowledges that eGenuity requires the establishment of proper connectivity by CUSTOMER in order for eGenuity to provide proper support for the Product(s). CUSTOMER acknowledges and agrees that eGenuity is not responsible for the support of CUSTOMER's computer network.

11. **Incorporation of Third-Party Agreements.**

CUSTOMER acknowledges that eGenuity integrates component parts into its Products that are manufactured and/or produced by various third parties and that eGenuity uses or may use third-parties for installation of its Products. CUSTOMER agrees to be bound by the terms of eGenuity's agreements with those third parties.

12. **Indemnification.**

(A) Hold Harmless. CUSTOMER shall indemnify, defend and hold eGenuity harmless from any and all claims arising from CUSTOMER's use of the Product(s) or from the conduct of its business or from any activity, work or things which may be permitted or suffered by CUSTOMER in the course of business and shall further indemnify, defend and hold eGenuity harmless from and against any and all claims arising from any breach or default in the performance of any obligation on CUSTOMER's part to be performed under the provision of this Agreement or arising from any negligence of CUSTOMER or any of its agents, contractors, employees or invitees and from any and all costs, attorney fees, expenses and liabilities incurred in the defense or any such claim or any action or proceeding brought thereon. CUSTOMER hereby assumes all risk of damage to Product(s) and CUSTOMER hereby waives all claims in respect thereof against eGenuity.

(B) Litigation. With respect to any suit, claim demand or action against eGenuity for which eGenuity is indemnified by CUSTOMER pursuant to this Paragraph, eGenuity may elect either to undertake the defense thereof with counsel of its own choosing or to notify CUSTOMER to undertake the defense. In either case CUSTOMER shall bear the costs and expense of the settlement and/or defense thereof. Should eGenuity undertake the defense, and should CUSTOMER nevertheless wish to be represented in the matter by attorneys of its own choosing, CUSTOMER shall bear the expenses of its own attorney. CUSTOMER may in any case and at any time settle any such claim provided, however, that CUSTOMER shall

in no event impose any obligations on eGenuity as part of any such settlement. Any settlement by eGenuity of a claim hereunder shall be subject to the approval of CUSTOMER, such approval shall not be unreasonably withheld.

(C) Tort Liability. CUSTOMER agrees that eGenuity's liability arising out of contract, negligence, and strict liability in tort or warranty shall not exceed any amounts payable by CUSTOMER for the Product(s) referenced herein and or in Exhibit "A" hereto.

13. **Termination.**

eGenuity may terminate this Agreement and find CUSTOMER in default by written notice to CUSTOMER if CUSTOMER, without prejudice to any other claims eGenuity may have against CUSTOMER, if:

- (A) CUSTOMER materially breaches any of the terms of this Agreement and does not cure such breach within thirty (30) days of receipt of written notice from eGenuity to do so;
- (B) CUSTOMER fails to protect eGenuity's copyright, trademarks or trade secrets in the Product(s) as provided herein; or
- (C) CUSTOMER attempts to, or successfully assigns or conveys this Agreement to a third party without the prior written consent of eGenuity.

In the event CUSTOMER breaches any of its obligations hereunder and this Agreement is terminated pursuant to its terms, eGenuity shall have the right to take immediate possession of all Products referenced herein, including all installation and back up diskettes and all documentation, and CUSTOMER shall return all such materials to eGenuity immediately upon demand. Termination of this Agreement under any provision of this section shall not relieve CUSTOMER of the obligation to pay any moneys then due or which become due from CUSTOMER to eGenuity, and shall be without prejudice to any rights of eGenuity



against CUSTOMER either at law or in equity.

14. **Confidential Information.** Each party hereto acknowledges that it may have access to Confidential Information, as hereinafter defined, of the other party and agrees that it will not divulge, furnish, publish or use for its benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, other than as expressly provided herein, any Confidential Information. Each party will exercise a high degree of care to prevent the unauthorized dissemination, disclosure or use of any Confidential Information and, except with the prior written consent of the disclosing party hereunder, will not make or allow any disclosure of the Confidential Information to any third party.

CUSTOMER is hereby permitted to use the Confidential Information of eGenuity to use the Product(s) and in connection therewith may disclose such information to those of its employees who require such disclosure to use the Product(s).

For purposes of this Agreement, the term "Confidential Information" shall mean (1) all information related to the Product(s), the business and operations and other business information of each of the parties hereto, (2) any proprietary information that is disclosed by one party to the other party, including without limitation software layout and design, all graphical interfaces and database design, software plans and specifications, and any related information, materials, or documents in any form, and (3) any other information disclosed by one party to the other party which, if in writing, is marked as "confidential," or, if such information is disclosed orally, is followed within a reasonable time by a writing indicating that such orally disclosed information is confidential. Confidential Information shall not include information which: (a) is or becomes part of the public domain through no act or omission attributable to the receiving party hereunder, or (b) is released after prior written authorization without confidential restriction by the disclosing party.

#### 15. Defaults and Remedies.

- (A) **Damages for Default.** Default shall be defined as an act by either party which violates or otherwise fails to comply with the terms of this Agreement. Upon the event of default and in addition to any other remedies provided herein, eGenuity shall have the right to recover from CUSTOMER the following damages:
- (1) All unpaid fees and charges due to eGenuity under the terms of this Agreement;
  - (2) Reasonable attorney fees incurred in connection with the default, whether or not any litigation is commenced; and
  - (3) The cost of repair or replacement of any defects or damage to Product as a result of CUSTOMER's misuse of the Product as determined by eGenuity; and
  - (4) Liquidated damages in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) per day of uncured breach, not as a penalty, but as damages incurred by eGenuity due to CUSTOMER's breach.
- (B) **General Remedies.** In the event of default by one party, except as limited or provided herein otherwise, the other party shall have any remedy provided under the law and in equity, plus reasonable attorney fees and court costs as provided herein.
- (C) **Choice of Law.** Disputes arising under this Agreement shall be governed according to the laws of the State of Indiana and any court action by a party shall be filed in a court of competent jurisdiction and venue in the State of Indiana.
- (D) **Informal Resolution.** As a condition precedent to any mandatory arbitration, or court action, the parties shall first require an informal meeting of personnel from eGenuity and the CUSTOMER to meet and attempt to address the dispute to a mutual resolution. If the personnel designated by the Parties are unable to compromise and resolve the disputed issues, then eGenuity and the CUSTOMER shall designate senior level executives to convene for the purpose mutually resolving the disputed issues. If any disputed issues are resolved by either personnel or senior level executives, the resolution shall be reduced to writing and signed by authorized representatives.

- (E) Alternative Dispute Resolution. As a condition precedent to any court action being initiated, the Parties expressly and intentionally agree to follow the procedures provided under Rule 2.0 through 2.11 of the Indiana Rules for Alternative Dispute Resolution including the obligation to use mediation in the event one of the Parties at any time requests that the dispute shall be resolved using mediation.
- (F) Mediation Award Reduced to Judgment. Any mediation award shall be given prompt enforcement by a judgment of an Indiana or federal court as provided herein.
- (G) Jurisdiction and Venue. The Parties agree and consent to the personal jurisdiction of the State of Indiana and further consent to having established minimum contact with the State of Indiana to confer personal jurisdiction. Further, the Parties agree and consent that if any litigation is initiated venue and forum shall be proper in the federal and state courts with jurisdiction over Monroe, Adams County, State of Indiana.

**16. Amendment.**

Other than otherwise provided herein, this Agreement may only be altered, amended or modified by mutual written consent of the Parties.

**17. General Provisions.**

- (A) Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- (B) Time of Essence. Time is of the essence.
- (C) Captions. Article and paragraph captions are not a part hereof.
- (D) Notice. Any notices provided under this Agreement shall be in writing and given to the other party at the party's address set forth above, or at such other address as a party may designate in a notice. All writings shall be sent by certified, return-receipt U.S. mail, postage prepaid. Refusal by a party to accept delivery of a notice cannot defeat the giving of a notice.  
*Notice to eGenuity shall be sent to: ATTN: Legal Department, eGenuity, LLC, 134 East Jackson Street, Monroe, Indiana 46772.*

- (E) Fully Integrated Agreement. This Agreement is fully integrated and contains all of the terms between the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective and neither of the Parties shall be entitled to use rely on parol evidence regarding prior agreements unless said evidence is incorporated herein.
- (F) Waivers. No waiver by eGenuity of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by CUSTOMER of the same or any other provision. eGenuity's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of eGenuity's consent to or approval of any subsequent act by CUSTOMER. The acceptance of payments hereunder by eGenuity shall not be a waiver of any preceding breach by CUSTOMER of any provision hereof, other than the failure of CUSTOMER to pay the particular fees so accepted, regardless of eGenuity's knowledge of preceding breach at the time of acceptance of such payment.
- (G) Binding Effect and Choice of Law. This Agreement shall bind the parties, their personal representatives, successors and assigns. This Agreement shall be governed by the laws of the state of Indiana, and not by the laws of the State where the CUSTOMER or its authorized locations are situated.
- (H) Corporate Authority. If CUSTOMER is a corporation, limited liability company, or partnership, each individual executing this Agreement on behalf of said corporation, company or partnership represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said corporation, company or partnership in accordance with a duly adopted resolution of the Board of Directors (or its equivalent) of said corporation, company or partnership or in accordance with the bylaws of said entity, and that this Agreement is binding upon said entity in accordance with its terms.
- (I) Agency/Partnership. Nothing in this Agreement shall be construed to make either party the agent of the other for any

purpose whatsoever. Neither party is authorized to enter into any contract or assume any obligation for the other. Nothing in this Agreement shall be construed to establish a partnership or joint venture between eGenuity or CUSTOMER.

- (J) Non-assignment. CUSTOMER shall not have the right to assign, sublet, sell, contract, or transfer this Agreement or any rights of license granted herein without the prior written consent of eGenuity.
- (K) Content on Display Screen. CUSTOMER, in the event that eGenuity is programming information for screen display at CUSTOMER's locations, shall provide eGenuity with a written copy of the display CUSTOMER wants on its display screen. CUSTOMER is required to approve the content prepared by eGenuity to ensure accuracy and appropriateness for CUSTOMER's location(s). eGenuity shall have no liability, responsibility or duty to CUSTOMER for any display on CUSTOMER's screen(s) that has been approved by CUSTOMER. In the event CUSTOMER is programming the content for its display screen(s) at its location(s), eGenuity shall have no liability, responsibility or duty to CUSTOMER regarding its screen display content.
- (L) Payment Cards – CUSTOMER Responsibilities. CUSTOMER shall be solely responsible for compliance with PCI requirements for Merchants, as defined at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org) website, for all payments CUSTOMER accepts from payment cards and CUSTOMER's electronic signature on the Purchase Agreement confirms that CUSTOMER acknowledges and understands

CUSTOMER's responsibilities with respect to payment cards.

- 18. **Taxes**. The CUSTOMER's purchase of the products and services described herein may be subject to past, current, or future taxes based on the laws in CUSTOMER's state. By electronically signing the Purchase Agreement, CUSTOMER agrees to be solely responsible for the payment of all applicable taxes arising out of its purchase of eGenuity Products.

**19. Electronic Transaction/Signature.**

This Agreement is governed by the laws of the State of Indiana, which, by virtue of the Uniform Electronic Transactions Act, electronic signatures (defined as, an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record) demonstrate and shall be conclusive to CUSTOMER's assent to the terms contained herein-above. The CUSTOMER, by entering into a Purchase Agreement via electronic signature with eGenuity expressly assents to the terms of this Agreement as sent assent shall be conclusive.