

**IGRAF, LLC**  
**PROFESSIONAL SERVICES TERMS AND CONDITIONS**

**THESE PROFESSIONAL SERVICES TERMS AND CONDITIONS ("THE AGREEMENT") SET FORTH THE TERMS UNDER WHICH IGRAF WILL PROVIDE SERVICES UPON PURCHASE BY THE CUSTOMER. BY PLACING A PURCHASE ORDER OR SIMILAR ORDERING DOCUMENT FOR SERVICES IN RESPONSE TO A QUOTE ISSUED BY IGRAF, OR BY ENTERING INTO A STATEMENT OF WORK WITH IGRAF, CUSTOMER AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND REPRESENTS THAT THE CUSTOMER'S REPRESENTATIVE RESPONSIBLE FOR ISSUING SUCH PURCHASE ORDER IN RESPONSE TO A QUOTE OR SIGNING SUCH STATEMENT OF WORK HAS ACTUAL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. THIS AGREEMENT SHALL SUPERSEDE ANY ADDITIONAL OR INCONSISTENT PROVISION IN ANY PURCHASE ORDER OR ELSEWHERE, AND ALL SUCH ADDITIONAL OR INCONSISTENT PROVISIONS ARE HEREBY EXPRESSLY REJECTED AND SHALL NOT BE BINDING UPON IGRAF. CUSTOMER HEREBY AGREES THAT IGRAF'S FAILURE TO SPECIFICALLY OBJECT TO ANY SUCH PROVISION SUBMITTED BY CUSTOMER SHALL NOT CONSTITUTE AN ACCEPTANCE BY IGRAF THEREOF NOR SHALL IT CONSTITUTE AN ACCEPTANCE BY IGRAF OF ANY WAIVER OF, OR MODIFICATION TO, THE PROVISIONS HEREOF.**

**1. INTERPRETATION:**

1.01 Definitions. As used herein:

- 1.01.1 "Agreement" means these Professional Services Terms and Conditions, including applicable iGraf quotes and Statements of Work;
- 1.01.2 "Customer" means the entity identified as the customer in an iGraf sales quote or the purchase order issued in response to such quote.
- 1.01.3 "Deliverables" mean any and all Services and Documentation and other tangible items which are defined as a deliverable in an iGraf Quote or a Statement of Work attached hereto and which are to be performed or provided, as applicable, by iGraf pursuant to this Agreement;
- 1.01.4 "Documentation" means all user manuals, reference manuals, training manuals or other printed materials provided by iGraf for the applicable Services;
- 1.01.5 "Force Majeure" has the meaning as set out in Section 12.15;
- 1.01.6 "Installation Services" means installing Software, advising Customer on the installation of Software or other Services relative to the deployment of Software;
- 1.01.7 "Proprietary Information" has the meaning as set out in Section 6.01;
- 1.01.8 "Quote" means a valid sales quote that describes the Services and pricing for the Services issued by iGraf.
- 1.01.9 "Services" means those services as set out in a quote issued from time to time by iGraf to the Customer or in a Statement of Work to be provided by iGraf during the term of this Agreement including but not limited Installation Services, configuration, deployment, implementation, consulting, training and other professional services related to the Software;
- 1.01.10 "Software" means iGraf proprietary software licensed to Customer by iGraf; and
- 1.01.11 "Statement of Work" means a Statement of Work which sets out in detail the Services and Deliverables to be provided by iGraf to Customer and the amounts to be paid by Customer in consideration for such Services and Deliverables, and is incorporated hereto as an Exhibit.

**2. TERM OF AGREEMENT**

- 2.01 Term. This Agreement shall be effective as of the date on which iGraf accepts Customer's purchase order for Services and shall continue, subject to Section 10, for as long as any Statement of Work remains in effect or, if no Statement of Work has been issued by iGraf, until any Services described in the relevant iGraf quote are completed and all amounts owed by Customer with respect thereto have been paid. The term of each Statement of Work will begin when it is accepted by iGraf and shall continue, subject to Section 10, until the later of (i) the expiry date specified in such Statement of Work; or (ii) the date the Deliverables described therein have been provided and all amounts owing with respect thereto have been paid.

**3. DELIVERABLES**

- 3.01 Performance. In consideration of the payment by Customer to iGraf of the consideration for the Services and Deliverables and subject to these terms and conditions, iGraf shall perform the Services and provide the Deliverables on a non-exclusive basis in accordance with the applicable iGraf quote or Statement of Work.

**4. RESPONSIBILITIES OF CUSTOMER**

- 4.01 Appointment of a Representative. The Customer representative responsible for the administration of the Deliverables shall be the individual(s) set out in the Statement of Work relative to such Deliverables or any other individual who may be designated in writing by Customer from time to time.
- 4.02 Addition or Modification of Services. Any modification to the Deliverables shall only be enforceable provided it is made by written agreement signed by both parties. The cost and other terms (if

other than as set out herein and in the applicable Quote or Statement of Work) applicable to the modified Deliverables shall be set out in such written agreement. iGrafx reserves the right to charge Customer, at its standard time and materials rates, for any time spent evaluating and responding to a modification request.

4.03 Delays. If the timetable for performance of any Deliverables is delayed as a result of a delay by Customer in the performance of its responsibilities pursuant to this Agreement; an event of Force Majeure; or a change in the Deliverables to be provided, then the timetable for performance of any Deliverables shall be extended for the period of time that the performance has been delayed, as a result of such events.

4.04 Non-Hiring. Customer agrees that during the term of this Agreement and for a period of one (1) year thereafter, Customer shall not solicit or hire those employees of iGrafx who have performed work relating to this Agreement without the prior written consent of iGrafx. The foregoing restriction on solicitation shall not apply to employees of iGrafx who respond to employment opportunities through advertisements, job fairs or other public recruitment initiatives carried out by Customer in the normal course.

4.05 Customer Responsibilities. Customer shall perform the Customer responsibilities set out in the applicable Quote or Statement of Work and shall, in any event:

- (i) carry out reviews and respond to requests for approval and information on a timely basis;
- (ii) if iGrafx agrees in a Quote or Statement of Work to provide Installation Services:
  - (a) ensure that at least one Customer representative is present at all times during regular business hours to provide such information and assistance as iGrafx may require in connection with the Installation Services;
  - (b) unless site preparation is specifically included as a Service to be provided by iGrafx, prepare its site for installation of the Products, in accordance with the applicable site specifications for the Products;
  - (c) maintain a proper operating environment for the Software;
  - (d) provide for all power, environmental requirements, supplies, cabling, communications facilities, and all other equipment and facilities required to install and operate the Software; and
  - (e) regularly back up files and all data.
- (iii) provide iGrafx with timely and accurate information and documentation, as reasonably required to perform the Services;
- (iv) make available to iGrafx, personnel familiar with Customer's requirements and with the expertise necessary to permit iGrafx to undertake and complete the Services; and
- (v) provide a safe area for iGrafx to perform any Services required to be performed on Customer's site.

## 5. PAYMENTS

5.01 Fees and Expenses. In consideration of the performance by iGrafx of the Services and provision of

Deliverables under a Quote or Statement of Work, Customer shall pay to iGrafx the amounts set out in the applicable Quote or Statement of Work. Customer shall pay iGrafx each invoice within thirty (30) days of the date of such invoice. Customer shall reimburse iGrafx for all reasonable and necessary out-of-pocket expenses incurred in connection with the performance of the Services, including travel, lodging, meals, mileage, third-party fees, software tools, and materials. iGrafx will provide documentation for such expenses, and Customer shall reimburse all undisputed amounts within thirty (30) days of invoice.

5.02 Taxes. Customer shall pay, in addition to all amounts due pursuant to this Agreement, all duties and foreign, federal, state, county, local income taxes, value-added taxes and other taxes, or amounts in lieu thereof, and interest thereon levied or based on amounts chargeable to or payable by Customer pursuant to this Agreement. In the event any payments required to be made by Customer under this Agreement are subject to applicable withholding tax that Customer is required to deduct from such payments, Customer shall promptly deliver to iGrafx receipts issued by appropriate government authorities for all such taxes withheld or paid by Customer and Customer shall fully and promptly cooperate with iGrafx to provide such information and records as iGrafx may require in connection with any application by iGrafx to obtain available tax credits.

5.03 Late Payment. If Customer is more than thirty (30) days in arrears under this Agreement, iGrafx will give written notice to Customer that Customer is responsible for payment of all outstanding amounts and finance charges. If the outstanding amounts are not paid within ten (10) days of such notice, iGrafx has the right to (i) suspend performance of any Services until all amounts are paid in full or such breach is remedied to iGrafx's satisfaction; and (ii) terminate this Agreement. Late payments will be assessed a 1% finance charge per month (12% per annum) or the highest finance charge permitted by applicable law, whichever is less. Customer shall pay all costs including reasonable attorney's fees, incurred by iGrafx in collecting overdue amounts. In addition, if Customer is in arrears to any extent under this Agreement, iGrafx may withhold the provision of further Services until all arrears have been paid.

5.04 Services Period. All Services must be used by Customer within twelve months after the date of the relevant Quote or date of the relevant Statement of Work and there will be no refunds provided for amounts paid for Services, or any portion thereof, not used within the applicable twelve-month period. All Services are non-cancelable and non-refundable.

## 6. CONFIDENTIALITY

6.01 Confidentiality. "Proprietary Information" means (regardless of its form, manifestation or how it is known to the other party) in the case of information disclosed to iGrafx by Customer (i) the terms and conditions of this Agreement; (ii) information provided to iGrafx by Customer which relates to Customer's business, products, and services, including but not limited to (a) financial information, strategic business plans, policies

and/or methods; (b) marketing, sales, strategy and decision making processes; (c) pricing and/or profit information; (d) lists of actual or prospective customers; (e) proprietary and/or confidential intellectual property of the Customer; and (f) intellectual property of third parties licensed to Customer. "Proprietary Information" means, in the case of information disclosed to Customer by iGrafx: (i) the terms and conditions of this Agreement; (ii) all computer programs, source or object code listings, technical data, code inventions, algorithms, know-how and ideas and all other technical information; (iii) information provided to Customer by iGrafx which relates to iGrafx's business, products, and services, including but not limited to (a) financial information, strategic business plans, policies and/or methods; (b) marketing, sales, strategy and decision making processes; (c) pricing information; (d) Deliverables, Documentation, training methods, tools and visual aids; (e) iGrafx proprietary and/or confidential intellectual property; and (f) intellectual property of third parties licensed to iGrafx. Notwithstanding the foregoing, each of the parties shall be entitled to disclose such information (i) to its agents, employees or representatives with whom the receiving party has a valid non-disclosure agreement who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, or (ii) to the extent required by applicable law, or (iii) to the extent required by order of a court or any government agency, provided that receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. Proprietary Information does not include that information defined as Proprietary Information which the receiving party can conclusively establish (i) was in the possession of the receiving party at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the party to whom it was disclosed; (iii) was disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party without breach of its obligations of confidentiality pursuant to this section.

6.02 Further Treatment of Proprietary Information. The parties agree to hold all Proprietary Information in trust and confidence for the other and not to use the same other than as expressly authorized under this Agreement. The parties agree not to disclose the other party's Proprietary Information without the prior written consent of the other party, to anyone other than the receiving party's employees who have a need to know same to carry out the rights granted hereunder or to agents, or contractors who have a need to know same to carry out the rights granted hereunder and with whom the receiving party has a valid non-disclosure agreement. Each party agrees to protect the other party's Proprietary Information with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or Proprietary Information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated to protect such Proprietary Information.

6.03 Equitable Relief. In recognition of the unique and proprietary nature of the information disclosed by each party, it is agreed that each party's remedy for breach by

the other party of its obligations under this Section 6 shall be inadequate and the non-disclosing party shall, in the event of such breach, be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.

## 7. OWNERSHIP

7.01 iGrafx Information. Any iGrafx Proprietary Information used to perform the Services, or included in any Deliverable, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, knowledge, data or other intellectual property, written or otherwise, and any Deliverables, other materials and ideas, methods and techniques created or developed by iGrafx at any time or during the course of iGrafx's performing the Services hereunder (collectively, "iGrafx Information"), are and shall remain the exclusive property of iGrafx. To the extent that iGrafx incorporates any iGrafx Information into the Deliverables, iGrafx hereby grants to Customer a royalty-free, non-exclusive, non-transferable license to use such iGrafx Information (excluding Software which may be licensed by Customer pursuant to a royalty-bearing software license agreement) solely for Customer's internal business purposes, in accordance with the limitations set out in this Agreement and the applicable Quote or Statement of Work.

7.02 Similar Services. Customer acknowledges that iGrafx provides similar services and Deliverables to other clients and that nothing in this Agreement shall be construed to prevent iGrafx from carrying on such business. In the event that Deliverables contain Customer's Proprietary Information, iGrafx has the right to retain and use internally copies of such Deliverables, provided, however, that the foregoing does not include rights to distribute, disclose or create derivative works from Customer's Proprietary Information that is incorporated into the Deliverables. Customer acknowledges that the Software, Deliverables, and Documentation are not a "work made for hire" and Customer shall not sell, transfer, publish, disclose, display or otherwise make available the iGrafx Information. Notwithstanding any provision in this Agreement to the contrary, Customer shall acquire no right to any software under this Agreement.

## 8. WARRANTY AND LIMITATION OF LIABILITY

8.01 Services. All Services provided by iGrafx to Customer under this Agreement shall be performed in a professional and workmanlike manner by adequately trained and experienced personnel and in accordance with the terms of this Agreement.

8.02 Warranty. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES AND/OR DELIVERABLES ARE PROVIDED AND/ OR LICENSED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT

OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith. IGRAFX DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING PERFORMANCE OF THE SERVICES AND/OR DELIVERABLES BY IGRAFX, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY IGRAFX.

8.03 LIMITATION. IGRAFX'S LIABILITY FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES AND SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY CUSTOMER TO IGRAFX UNDER THIS AGREEMENT WITH RESPECT TO THE SERVICES OR DELIVERABLES GIVING RISE TO THE DAMAGES. IN NO EVENT WILL IGRAFX BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, FAILURE TO REALIZE EXPECTED SAVINGS, ANY LOSS OF REVENUES OR PROFITS, LOSS OF DATA, LOSS OF COMPUTER TIME, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, EVEN IF IGRAFX HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. IGRAFX SHALL NOT BE LIABLE FOR THE REPAIR OF DAMAGE TO, OR THE REPLACEMENT OR RESTORATION OF, ANY SOFTWARE OR DATA FILES.

8.04 Customer Obligations. Customer assumes sole responsibility for the use of the Deliverables and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results from the use of the Deliverables. iGrafx assumes no responsibility for Customer's negligence or failure to protect data from viruses, or any unintended modification, destruction, or disclosure.

8.05 Limitation Period. No action, regardless of form, arising out of or in relation to this Agreement may be brought more than two (2) years after the completion of the Deliverables to which the action relates.

## 9. CUSTOMER INDEMNIFICATION

9.01 Indemnification. Customer shall indemnify and hold iGrafx harmless from and against all claims, actions, damages liabilities, costs and expenses brought against, suffered or incurred by iGrafx arising out of: (i) the use or copying by iGrafx in connection with this Agreement of any information or material supplied by Customer; (ii) the compliance by iGrafx with any

instructions or specifications provided by Customer with respect to any Services; (iii) the use, possession or copying of any Deliverables by any third party which acquired them directly or indirectly from Customer; and (iv) any claims brought by any customer of Customer.

## 10. TERMINATION

10.01 Termination. This Agreement will terminate in the event of any of the following:

10.01.1 If Customer is in breach of any obligation under this Agreement, including but not limited to any payment obligations, iGrafx has the right, at its sole discretion to:

- (i) suspend performance of any Services until all amounts are paid in full or such breach is remedied to iGrafx's satisfaction; and
- (ii) terminate this Agreement and each outstanding Exhibit, immediately upon written notice to Customer, if payment is not made or the breach remedied within thirty (30) days following written notice thereof to Customer;

10.01.2 written notice of termination by one party, effective immediately, after a receiver has been appointed in respect of the whole or a substantial part of the other's assets or a petition in bankruptcy or for liquidation is filed by or against that other or if the other has been dissolved or liquidated or is insolvent.

## 11. EFFECT OF TERMINATION

11.01 Effect of Termination. In the event of termination:

11.01.1 iGrafx shall immediately cease to perform the Services and shall cancel any outstanding orders and discontinue all Services thereunder;

11.01.2 Customer shall perform all payment obligations to iGrafx within thirty (30) days of receipt by Customer of the final invoice of iGrafx in respect of the Deliverables;

11.01.3 Upon payment by Customer of all amounts owing to iGrafx, iGrafx will provide to Customer all work in progress in iGrafx's possession as of the date of termination for which iGrafx has received payment; and

11.01.4 In the event of termination pursuant to Section 10.01 Customer shall be responsible for payment to iGrafx for all work performed by iGrafx, including any costs incurred by iGrafx, pursuant to this Agreement prior to the date of termination.

## 12. MISCELLANEOUS

12.1 Notices. Any notice or other communication required

or permitted to be given hereunder shall be in writing and shall be sufficiently given if hand delivered, couriered, sent by facsimile transmission, or sent by registered mail, to the addresses or to such other addresses as the parties may advise each other from time to time in writing. Any such notice or other communication shall be in writing and shall be deemed to have been received by the parties (a) on the date of delivery if hand delivered or couriered; (b) on the next business day with proof of transmission if sent by facsimile; or (c) upon the fifth day following the first post mark if sent by registered mail, provided there is no strike by postal employees in effect or other circumstances delaying mail delivery, in which case notice shall be hand delivered, couriered or given by facsimile.

12.2 Governing Law. The laws of the state of Oregon (excluding its conflict of laws provisions) shall govern this Agreement. The Parties agree that any action arising under or relating to the Agreement shall lie within the exclusive jurisdiction of the state and federal courts located in Multnomah County, Oregon. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is excluded from application to this Agreement. Each party reserves the right, exercisable only where such party reasonably believes the circumstances justify immediate relief, to obtain temporary restraining orders and temporary, preliminary or permanent injunctive relief from a court of competent jurisdiction. This Section shall survive the termination or expiration of this Agreement.

12.3 Survival. The provisions of Sections 4.04, 5, 6, 7, 8, 9, 11 and 12 and any provisions which by their nature would be intended to be applicable following any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement until expressly waived in writing by the party for whom they are of benefit or terminated by a further written agreement of the parties.

12.4 Reserved.

12.5 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or part thereof which is necessary to render the provision valid, legal and enforceable, shall be severed from the Agreement and the other provisions and the remaining part of that provision shall remain in full force and effect, provided that the essential bargained-for performance of the parties shall not thereby have been impaired.

12.6 Further Assurances. The parties agree to do all such things and to execute such further documents as may reasonably be required to give full effect to this Agreement.

12.7 Entire Agreement. This Agreement, including any relevant Quote or Statement of Work, constitutes the entire agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings, statements, representations, warranties, discussions, negotiations, commitments and agreements both oral and written between the parties hereto with respect thereto, whether oral or in

writing. There are no representations, warranties, terms, conditions, undertakings or collateral agreements expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement. In the event of a conflict between Professional Services Terms and Conditions and an SOW or the services description set forth in the relevant iGrafx quote, the SOW or the relevant iGrafx quote will govern.

12.8 Remedies. Unless expressly stated otherwise, the remedies expressly stated in this Agreement shall be in addition to and not in substitution for those generally available at law or in equity.

12.9 Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach shall be in writing and signed by an authorized officer of the waiving party. A waiver by a party of any provision of this Agreement shall not be construed as a waiver of the further breach of the same provision. Failure by iGrafx to insist on strict performance or to exercise a right when entitled does not prevent iGrafx from doing so at a later time, either in relation to that default or a later one.

12.10 Assignment. This Agreement and the rights granted hereunder shall not be assigned, encumbered by security interest or otherwise transferred, by operation of law or otherwise, by Customer without the prior written consent of iGrafx. iGrafx may assign this Agreement at any time.

12.11 Reserved.

12.12 Publicity. The Customer agrees that iGrafx may include Customer's trade name and logo in publicly displayed customer lists that appear on iGrafx's website and in other iGrafx sales and marketing materials.

12.13 Independent Parties. The parties to this Agreement are independent contractors. No relationship of principal to agent, master to servant, employer to employee or franchisor to franchisee is hereby established or intended to be established between the parties. Neither party shall have any right, power or authority to assume, create or incur any expenses, liability or obligation, express or implied, on behalf of the other, except as expressly provided herein.

12.14 Amendment. All modifications and/or amendments to this Agreement require a mutual written agreement signed by authorized signing officers of both parties.

12.15 Force Majeure. Delays in or failure of performance by either party under this Agreement shall not constitute default hereunder nor give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, decrees of Government, acts of God, strikes or other concerted acts of workers, inability to procure materials or labor, fires, floods, explosions, riots, war, acts of terrorism, rebellion, sabotage and atomic or nuclear incidents, epidemics, severe weather, fire, earthquakes or default of a common carrier, always provided that the party so relieved of its obligations shall take reasonable steps to prevent, correct or amend such act or event which renders such

obligations impossible ("Force Majeure"), but lack of finances shall in no event be deemed to be cause beyond a party's control.

In the event that performance of this Agreement in the reasonable opinion of either party is made impossible by Force Majeure, then such party shall immediately notify the other in a writing detailing the commencement and nature of such cause. In the event such Force Majeure continues beyond sixty (60) days, iGrafx shall either (a) terminate this Agreement, or (b) authorize Customer to complete performance of this Agreement with such adjustments as are required by the existence of the Force Majeure and are agreed upon by the parties.

- 12.16 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 12.17 Contracts. Customer is not authorized to enter into any contracts, agreements or other obligations on behalf of iGrafx or its subsidiaries.
- 12.18 Headings. The division of this Agreement into Articles and Sections and the insertion of headings and titles are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.