

Terms & Conditions

<https://gatemaster.com/terms-and-conditions/>

THESE TERMS & CONDITIONS (“Agreement” or “Terms”) GOVERN YOUR ACQUISITION AND USE OF GATEMASTER’S SERVICES. IF YOU REGISTER FOR A FREE TRIAL FOR GATEMASTER’S SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM OR PROPOSAL THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Gatemaster reserves the right to change these Terms or any Services at any time, effective upon the posting of modified Terms or Services on the Website, and Gatemaster will make every effort to communicate these changes to You via the Website. It is likely that the Terms will change over time. It is Your obligation to ensure that You have read, understood, and agree to the most recent Terms available on the Website.

This Agreement was last updated in May 2018. It replaces any prior agreement(s) and is effective between You and Gatemaster as of the date of you first executing a proposal or you subscribing for the services.

NOW THEREFORE, IN LIGHT OF THE FOREGOING RECITALS AND IN CONSIDERATION OF THE COVENANTS AND PROMISES CONTAINED IN THIS AGREEMENT, THE LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS.**

A. “*DOCUMENTATION*” MEANS SUCH SUPPORTING WRITTEN MATERIALS AS GATEMASTER MAY IN ITS DISCRETION PROVIDE TO CUSTOMER IN CONNECTION WITH THEIR USE OF A PRODUCT.

B. “*EFFECTIVE DATE*” SHALL MEAN THE DATE WHEN THE PARTIES EXECUTE THIS AGREEMENT FOR THE INITIAL TERM.

C. “*ERROR CORRECTION*” MEANS A MODIFICATION OR ADDITION WHICH, WHEN ADDED TO THE SOFTWARE, BRINGS THE SOFTWARE INTO MATERIAL CONFORMITY WITH PUBLISHED SPECIFICATIONS. IT MAY ALSO MEAN A

PROCEDURE OR ROUTINE THAT AVOIDS THE PRACTICAL ADVERSE EFFECTS OF THE ERROR OR NONCONFORMITY.

D. “*HARDWARE*” MEANS THAT EQUIPMENT PURCHASED OR RENTED AS IDENTIFIED IN EXHIBIT A.

E. “*RELEASE*” MEANS NEW VERSIONS OF THE SOFTWARE, WHICH MAY INCLUDE ERROR CORRECTIONS AND/OR UPDATES.

F. “*SOFTWARE*” MEANS GATEMASTER’S MOBILE POINT-OF-SALE SOFTWARE AS OUTLINE IN SCHEDULE A TO THIS AGREEMENT.

G. “*SYSTEM*” MEANS THE POINT-OF SALE CONFIGURATION DESIGNED AND MAINTAINED FOR LICENSEE.

H. “*TERM*” MEANS TWO (2) YEAR UNLESS SPECIFICALLY AGREED TO OTHERWISE BY THE PARTIES IN WRITING.

I. “*UPDATE*” MEANS A NEW UPDATED VERSION OF THE SOFTWARE OR A SOFTWARE COMPONENT THAT GATEMASTER MAKES COMMERCIALY AVAILABLE. AN UPDATE MAY ALSO CONSIST OF MINOR MODIFICATIONS OF OR IMPROVEMENTS TO THE EXISTING FEATURES OF THE SOFTWARE THAT GATEMASTER PROVIDES TO EXISTING CUSTOMERS WHO SIGN A SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT AT NO ADDITIONAL CHARGE. UPDATE DOES NOT INCLUDE A PRODUCT REVISION THAT PROVIDES ANY MATERIAL ENHANCEMENT OF SOFTWARE FEATURES OR FUNCTIONALITY. GATEMASTER RESERVES THE RIGHT AND AUTHORITY TO DETERMINE WHETHER CHANGES TO SOFTWARE CONSTITUTE “UPDATES.”

2. GRANT OF LICENSE.

SUBJECT TO CUSTOMER’S CONTINUOUS COMPLIANCE WITH THIS AGREEMENT AND PAYMENT OF THE APPLICABLE LICENSE FEES AND ROYALTIES, GATEMASTER GRANTS CUSTOMER A NON-EXCLUSIVE AND LIMITED LICENSE TO INSTALL AND USE THE SOFTWARE (A) IN THE TERRITORY OR REGION WHERE CUSTOMER OBTAINS THE SOFTWARE FROM GATEMASTER (“TERRITORY”), (B) DURING THE TERM OF SUCH LICENSE (“LICENSE TERM”), (C) WITHIN THE SCOPE OF THE LICENSE TYPE AND ON THE PERMITTED NUMBER OF CUSTOMER’S COMPATIBLE COMPUTERS AS SPECIFIED IN THE DOCUMENTATION, AND (D) IN A MANNER CONSISTENT WITH THE TERMS OF THIS AGREEMENT AND APPLICABLE DOCUMENTATION. UNLESS OTHERWISE DEFINED IN THIS AGREEMENT, IN THE APPLICABLE DOCUMENTATION, OR AT THE TIME OF PURCHASE, LICENSE TERM SHALL BE PERPETUAL. UPON THE EXPIRATION OR TERMINATION OF THE LICENSE TERM, SOME OR ALL OF THE SOFTWARE MAY CEASE TO OPERATE WITHOUT PRIOR NOTICE. UPON EXPIRATION OR TERMINATION OF THE LICENSE TERM, CUSTOMER MAY NOT USE THE SOFTWARE UNLESS CUSTOMER HAS RENEWED THE LICENSE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT GATEMASTER IS THE

OWNER OF THE SOFTWARE; THAT GATEMASTER HOLDS COPYRIGHTS RELATING THERETO; AND THAT CUSTOMER HAS BEEN GIVEN A NON-EXCLUSIVE LICENSE THAT IS LIMITED TO THE SOFTWARE SPECIFIED ON THE COVER PAGE OF THIS AGREEMENT.

3. LICENSE LIMITATIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR VERBAL COMMUNICATION BETWEEN GATEMASTER AND CUSTOMER, CUSTOMER ACKNOWLEDGES AND AGREES THAT GATEMASTER HAS AND SHALL CONTINUE TO HAVE SOLE AND EXCLUSIVE OWNERSHIP OF ALL RIGHT, TITLE AND INTEREST IN AND TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ALL COPYRIGHTS, TRADEMARKS, PATENTS, TRADE SECRETS AND ANY AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS PERTAINING THERETO, SUBJECT ONLY TO THE CONDITIONAL, LIMITED AND NON-EXCLUSIVE LICENSE(S) EXPRESSLY GRANTED TO CUSTOMER. MOREOVER, CUSTOMER SHALL NOT REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, MODIFY, TRANSLATE OR MAKE ANY ATTEMPT TO DISCOVER THE SOURCE CODE OF THE SOFTWARE, OR CREATE DERIVATIVE WORKS FROM THE SOFTWARE. CUSTOMER ALSO AGREES NOT TO USE A PREVIOUS VERSION OR COPY OF THE SOFTWARE AFTER IT HAS BEEN UPGRADED TO A NEWER VERSION AS A REPLACEMENT OF THE PRIOR VERISON, AND UPON UPGRADING THE SOFTWARE, ALL COPIES OF THE PRIOR VERSION MUST BE DESTROYED. CUSTOMER ACKNOWLEDGES AND AGREES THAT, UNLESS OTHERWISE AGREED IN WRITING, CUSTOMER IS ONLY PERMITTED TO USE THE NUMBER OF COPIES OF THE APPLICABLE SOFTWARE PACKAGE(S) AS SET FORTH IN THIS AGREEMENT. ANY UNAUTHORIZED USE OR COPYING OF THE SOFTWARE SHALL BE DEEMED A BREACH OF THIS AGREEMENT AND SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF GATEMASTER'S OBLIGATIONS UNDER THIS AGREEMENT AS GATEMASTER DEEMS APPROPRIATE IN ITS SOLE DISCRETION. ANY SUCH TERMINATION, HOWEVER, SHALL NOT LIMIT GATEMASTER'S ABILITY TO SEEK DAMAGES FOR SUCH UNAUTHORIZED USE FROM CUSTOMER UNDER THIS AGREEMENT. CUSTOMER EXPRESSLY AGREES TO RETURN OR DESTROY, AS REQUESTED BY GATEMASTER, SUPERSEDED COPIES OF THE SOFTWARE WHEN REPLACED BY NEW RELEASES.

4. LICENSE FEES.

CUSTOMER AGREES TO PAY AN MONTHLY OR ANNUAL LICENSE FEE OF SOFTWARE AS **DETAILED ABOVE IN YOUR INVESTMENT PAGE**. THE LICENSE FEE MUST BE PAID CONCURRENTLY WITH THE EXECUTION OF THIS AGREEMENT AND AT THE BEGINNING OF EACH MONTH OR YEAR OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, LICENSE FEES DO NOT INCLUDE GATEMASTER'S TRAVEL AND LIVING EXPENSES FOR INSTALLATION AND TRAINING, FILE CONVERSION COSTS, OPTIONAL PRODUCTS AND SERVICES, CONSULTING SERVICES, SHIPPING CHARGES, OR THE COSTS OF ANY RECOMMENDED HARDWARE. CUSTOMER AGREES TO PAY ALL SUCH FEES AND COSTS AT THE TIME SERVICES ARE RENDERED AND THE EXPENSES INCURRED, AS INVOICED BY GATEMASTER. GATEMASTER RESERVES THE RIGHT TO REQUIRE

PREPAYMENT OR AN ADVANCED DEPOSIT FOR SUCH ADDITIONAL CHARGES OR EXPENSES AS IT DEEMS APPROPRIATE. TRAVEL AND LIVING EXPENSES WILL NOT EXCEED \$5,000 WITHOUT WRITTEN APPROVAL FROM COSTOMER. INVOICES ARE PAYABLE UPON RECEIPT BUT NOT CONSIDERED LATE UNLESS MORE THAN 30 DAYS PAST DUE. CUSTOMER IS A TAX-EXEMPT ENTITY AND SHALL NOT BE RESPONSIBLE FOR ANY TAXES UNDER THIS AGREEMENT.

5. CUSTOMER OBLIGATIONS.

A. *ERROR NOTICE.* DURING THE INITIAL TERM, CUSTOMERS PRODUCT MANAGER SHALL NOTIFY GATEMASTER OF ANY FAILURE, ERROR OR OTHER MALFUNCTION OF ANY PART OF THE PRODUCT WITHIN TWENTY-FOUR (24) HOURS OF SUCH OCCURRENCE.

B. *MODIFICATIONS.* CUSTOMER AGREES TO PROMPTLY IMPLEMENT SUCH MODIFICATIONS AND CHANGES THAT GATEMASTER MAY MAKE TO THE PRODUCT AS THEY ARE PROVIDED BY GATEMASTER. CUSTOMER UNDERSTANDS THAT THESE MODIFICATIONS AND CHANGES MAY BE INCOMPATIBLE WITH PREVIOUS MODIFICATIONS AND COULD INCLUDE SUBSTANTIAL CHANGES TO THE SYSTEM AND ITS OPERATING PROCEDURES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT OR AT THE WRITTEN DIRECTION OF GATEMASTER, CUSTOMER SHALL NOT ALTER OR MODIFY ANY PRODUCT WITHOUT GATEMASTER'S PRIOR WRITTEN APPROVAL.

C. *ACCESS.* CUSTOMER AGREES TO GRANT GATEMASTER FULL AND FREE ACCESS TO THE PRODUCT TO ALLOW GATEMASTER TO PERFORM UNDER THIS AGREEMENT AT SUCH REASONABLE TIMES AS MAY BE REQUIRED BY GATEMASTER. GATEMASTER SHALL TAKE ALL REASONABLE AND NECESSARY STEPS TO PROTECT CUSTOMER'S PRODUCT FROM UNAUTHORIZED ACCESS AS IT WOULD ITS OWN.

6. GATEMASTER OBLIGATIONS.

A. *DELIVERY.* GATEMASTER AGREES THAT IT, OR A THIRD PARTY DESIGNATED BY GATEMASTER, WILL DELIVER THE PRODUCT TO CUSTOMER WITHIN A REASONABLE TIME AFTER EXECUTION OF THIS AGREEMENT BY BOTH PARTIES, OR AT A TIME OTHERWISE AGREED IN WRITING BY GATEMASTER.

B. *TECHNICAL ASSISTANCE.* GATEMASTER WILL PROVIDE CUSTOMER SUCH TECHNICAL ASSISTANCE AS GATEMASTER MAY DEEM NECESSARY TO PROPERLY INSTALL AND OPERATE THE PRODUCT AT CUSTOMER'S SITE. GATEMASTER WILL PROVIDE CUSTOMER WITH ALL PRODUCT SUITES TO BE RUN BY CUSTOMER.

C. *MODIFICATIONS.* DURING THE INITIAL TERM, GATEMASTER WILL CONSULT WITH CUSTOMERS PRODUCT MANAGER REGARDING THE PERFORMANCE OF THE PRODUCT AND WILL EVALUATE DATA OR ERROR REPORTS, IF ANY, WHICH MAY BE PROVIDED BY CUSTOMER. GATEMASTER WILL UNDERTAKE TO MAKE SUCH MODIFICATIONS AND IMPROVEMENTS TO THE PRODUCT AS DEEMED

APPROPRIATE BY GATEMASTER AND PROVIDE THE SAME TO CUSTOMER AT NO COST; PROVIDED, HOWEVER, GATEMASTER IS NOT OBLIGATED TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS.

B. TECHNICAL ASSISTANCE. GATEMASTER WILL PROVIDE CUSTOMER SUCH TECHNICAL ASSISTANCE AS GATEMASTER MAY DEEM NECESSARY TO PROPERLY INSTALL AND OPERATE THE PRODUCT AT CUSTOMER'S SITE. GATEMASTER WILL PROVIDE CUSTOMER WITH ALL PRODUCT SUITES TO BE RUN BY CUSTOMER.

C. MODIFICATIONS. DURING THE INITIAL TERM, GATEMASTER WILL CONSULT WITH CUSTOMERS PRODUCT MANAGER REGARDING THE PERFORMANCE OF THE PRODUCT AND WILL EVALUATE DATA OR ERROR REPORTS, IF ANY, WHICH MAY BE PROVIDED BY CUSTOMER. GATEMASTER WILL UNDERTAKE TO MAKE SUCH MODIFICATIONS AND IMPROVEMENTS TO THE PRODUCT AS DEEMED APPROPRIATE BY GATEMASTER AND PROVIDE THE SAME TO CUSTOMER AT NO COST; PROVIDED, HOWEVER, GATEMASTER IS NOT OBLIGATED TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS.

7. TRANSFER.

YOU MAY NOT RENT, LEASE, SUBLICENSE, ASSIGN, OR TRANSFER YOUR RIGHTS TO THE SOFTWARE, OR AUTHORIZE ALL OR ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER USER'S COMPUTER, EXCEPT AS MAY BE EXPRESSLY PERMITTED IN THIS AGREEMENT. YOU MAY, HOWEVER, TRANSFER ALL OF YOUR RIGHTS TO USE THE SOFTWARE TO ANOTHER PERSON OR LEGAL ENTITY, PROVIDED THAT: (A) YOU ALSO TRANSFER (I) THIS AGREEMENT; AND (II) THE SOFTWARE AND ALL OTHER SOFTWARE OR HARDWARE BUNDLED OR PRE-INSTALLED WITH THE SOFTWARE, INCLUDING ALL COPIES, UPDATES, AND PRIOR VERSIONS, TO SUCH PERSON OR ENTITY; (B) YOU RETAIN NO COPIES, INCLUDING BACKUPS AND COPIES STORED ON A COMPUTER; AND (C) THE RECEIVING PARTY ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY OTHER TERMS AND CONDITIONS UPON WHICH YOU OBTAINED A VALID LICENSE TO THE SOFTWARE. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATION, PRE-RELEASE, OR NOT-FOR-RESALE COPIES OF THE SOFTWARE.

8. INTELLECTUAL PROPERTY OWNERSHIP, RESERVATION OF RIGHTS.

THE SOFTWARE AND ANY AUTHORIZED COPIES THAT YOU MAKE ARE THE INTELLECTUAL PROPERTY OF GATEMASTER AND ITS SUPPLIERS. THE STRUCTURE, ORGANIZATION, AND CODE OF THE SOFTWARE ARE THE VALUABLE INTELLECTUAL PROPERTY (E.G. COPYRIGHT, TRADEMARK, TRADE SECRETS AND CONFIDENTIAL INFORMATION) OF GATEMASTER AND ITS SUPPLIERS. THE SOFTWARE IS PROTECTED BY LAW, INCLUDING WITHOUT LIMITATION THE COPYRIGHT LAWS OF THE UNITED STATES AND OTHER COUNTRIES, AND BY INTERNATIONAL TREATY PROVISIONS. EXCEPT AS EXPRESSLY STATED HEREIN, THIS AGREEMENT DOES NOT GRANT YOU ANY INTELLECTUAL PROPERTY RIGHTS TO THE SOFTWARE, AND ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY GATEMASTER AND ITS SUPPLIERS. CUSTOMER ACKNOWLEDGES THAT

GATEMASTER RETAINS OWNERSHIP OF ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE PRODUCT, THE PRODUCT DESIGN, DOCUMENTATION, AND ANY AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN AND THERETO (INCLUDING WITHOUT LIMITATION, ALL PATENT RIGHTS, DESIGN RIGHTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRET RIGHTS) SUBJECT ONLY TO THE SOFTWARE LICENSE IN THIS AGREEMENT. CUSTOMER AGREES NOT TO (I) COPY, MODIFY, OR REVERSE ENGINEER THE PRODUCT HARDWARE OR DESIGN, MAKE DERIVATIVE WORKS BASED UPON THE PRODUCT, OR USE THE PRODUCT TO DEVELOP ANY PRODUCTS, WITHOUT GATEMASTERS PRIOR WRITTEN APPROVAL OR (II) SELL, LICENSE, RENT, OR TRANSFER THE PRODUCT TO ANY THIRD PARTY. GATEMASTER HEREBY RESERVES, AND CUSTOMER HEREBY AGREES, THAT GATEMASTER SHALL HAVE A SECURITY INTEREST IN THE PRODUCTS DELIVERED UNDER THIS AGREEMENT. IF REQUESTED BY GATEMASTER, CUSTOMER AGREES TO EXECUTE AND DELIVER FINANCING STATEMENTS OR ANY OTHER INSTRUMENTS, RECORDINGS OR FILINGS DEEMED NECESSARY BY GATEMASTER TO PROTECT AND PRESERVE ITS RIGHT, TITLE, AND INTEREST IN AND TO THE HARDWARE PRODUCTS UNDER APPLICABLE LAW.

9. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO IMPROVEMENTS.

CUSTOMER HEREBY ASSIGNS TO GATEMASTER, CUSTOMERS ENTIRE RIGHT, TITLE, AND INTEREST (INCLUDING, WITHOUT LIMITATION, ALL PATENT RIGHTS, DESIGN RIGHTS, COPYRIGHTS AND TRADE SECRETS) IN ANY MODIFICATIONS OR IMPROVEMENTS TO THE PRODUCTS WHICH CUSTOMER MAY PROPOSE OR MAKE OR WHICH CUSTOMER AND GATEMASTER MAY JOINTLY MAKE DURING THE COURSE OF ITS RELATIONSHIP WITH GATEMASTER.

10. PROHIBITED CONDUCT.

CUSTOMER AGREES THAT HE, SHE, OR IT WILL NOT ENGAGE IN ANY OF THE FOLLOWING CONDUCT:

- A. OBSTRUCT THE OPERATION OF THE GATEMASTER POS.
- B. EDIT, ALTER, OR REDISTRIBUTE ANY INFORMATION ACQUIRED BY USING GATEMASTER POS.
- C. BREACH ANY TERM, CONDITION, OR OBLIGATIONS SET FORTH IN THIS AGREEMENT.
- D. CAUSE DAMAGE TO THE COMPANY'S CREDIBILITY OR REPUTATION.
- E. FALSIFY ANY INFORMATION SUPPLIED BY CUSTOMER TO COMPANY.
- F. VIOLATE ANY RULES OR GUIDELINES FOR USING THE GATEMASTER POS.
- G. COPY, SELL, OFFER TO SELL, LOAN, OFFER TO LOAN, DISTRIBUTE, OFFER TO DISTRIBUTE, PUBLISH, OR OFFER TO PUBLISH ANY PRODUCTS, SOFTWARE, DOCUMENTATION, CONFIDENTIAL INFORMATION, OR ANY OTHER INFORMATION OR MATERIALS OBTAINED BY CUSTOMER IN CONNECTION WITH THE USE OF GATEMASTER'S PRODUCTS.
- H. MANIPULATION, INTEGRATION, REVERSE ENGINEERING, OR ANALYSIS OF THE SOFTWARE.

I. SELLING, OFFERING TO SELL, EXCHANGING, OR OFFERING TO EXCHANGE ANY CHARACTERS, CHARACTER FEATURES, POINTS, AWARDS, OR OTHER ONLINE CONTENT IN ANY MEDIA OR BY ANY MEANS.

J. ANY SALES ACTIVITY USING THE GATEMASTER POS FOR THE PURPOSE OF PROFITING FROM THE SALE OR LICENSURE OF GATEMASTER POS SYSTEMS.

K. HARASS, TORMENT, INTIMIDATE, PESTER, OBSTRUCT, OR TAKE ADVANTAGE OF, OR IN ANY WAY HURT OR DAMAGE, OTHER CUSTOMERS.

L. ACTS THAT WILL VIOLATE OR THAT HAS A POSSIBILITY OF VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF COMPANY OR OTHERS.

M. ACTS THAT WILL VIOLATE OR THAT CREATE THE POSSIBILITY OF VIOLATING THE PROPERTY, PRIVACY, OR THE RIGHTS OR LIKENESS OF OTHERS.

N. ACTS THAT DISCRIMINATE AGAINST, INSULT, OR DEFAME OTHERS.

O. ACTS THAT LEAD TO CRIMES OF VIOLATION OF LAW OR CREATE THE POSSIBILITY OF LEADING TO A CRIME OR VIOLATION OF LAW, INCLUDING BUT NOT LIMITED TO FRAUD AND MISREPRESENTATION.

P. ACTS THAT ALTER OR DELETE INFORMATION OF THE COMPANY OR OTHERS.

Q. ACTS OF PRETENDING TO BE A PERSON OR ORGANIZATION OTHER THAN REPRESENTED IN THIS AGREEMENT TO USE GATEMASTER MOBILE POS.

R. ACTS OF PRETENDING TO BE A MANAGER, AN EMPLOYEE, AN AGENT, OR REPRESENTATIVE OF COMPANY.

S. ACTS OF MODIFYING, REVERSE ENGINEERING, DECOMPILING, OR ANALYZING GATEMASTER MOBILE POS, SOFTWARE, OR OTHER PRODUCTS BELONGING TO THE COMPANY, AS WELL AS OR CREATING OR DISTRIBUTING ANY UTILITY FOR THE PERFORMANCE OF ANY OF THE FOREGOING.

T. ACTS TO DESTROY MUTUAL TRUST WITH THE COMPANY OR WITH OTHERS.

U. ACTS OF VIOLATING THE LAW, THIS AGREEMENT, OR PUBLIC ORDER AND STANDARDS OF DECENCY.

V. ACTS OF DAMAGING THE REPUTATION OF COMPANY OR INFRINGING ON THE PROPERTY OF THE COMPANY.

CUSTOMER WILL COMPLY WITH ANY AND ALL DEMANDS BY COMPANY TO CEASE ENGAGING IN ANY CONDUCT PROHIBITED BY THIS AGREEMENT.

WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES THAT COMPANY MAY HAVE PURSUANT TO THIS AGREEMENT OR APPLICABLE LAW (INCLUDING, WITHOUT LIMITATION, COMPANY'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION VII ABOVE), COMPANY MAY SUSPEND CUSTOMER'S USE OF ITS PRODUCTS AT ANY TIME, FOR ANY OR NO REASON, AND WITHOUT NOTICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT, ALTHOUGH THE COMPANY HAS THE ABSOLUTE RIGHT TO SUSPEND CUSTOMER'S USE OF ITS PRODUCTS AT ANY TIME, FOR ANY OR NO REASON, AND WITHOUT NOTICE, THAT CUSTOMER'S ENGAGING IN ANY OF THE CONDUCT PROHIBITED HEREIN WILL RESULT IN COMPANY'S DECISION TO SUSPEND CUSTOMER'S USE OF ITS PRODUCTS OR TAKE OTHER ACTIONS PERMITTED BY THIS AGREEMENT OR BY APPLICABLE LAW.

CUSTOMER AGREES THAT HE, SHE, OR IT WILL COMPENSATE COMPANY FOR ANY AND ALL DAMAGES, COSTS, OR OTHER EXPENSES INCURRED BY THE COMPANY

OR OTHERS AS A DIRECT OR INDIRECT RESULT OF CUSTOMER'S ENGAGING IN ANY OF THE CONDUCT PROHIBITED HEREIN.

11. TERM.

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE SET FORTH ABOVE AND SHALL CONTINUE FOR FIVE (5) YEARS UNLESS OTHERWISE EXTENDED OR TERMINATED BY THE PARTIES AS SET FORTH IN SECTION 12 HEREIN.

12. TERMINATION OF THE LICENSE.

CUSTOMER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON SIXTY (60) DAYS WRITTEN NOTIFICATION TO GATEMASTER. IN THE EVENT THAT CUSTOMER FAILS TO PERFORM ANY MATERIAL PROVISION OF THIS AGREEMENT, AND IF SUCH DEFAULT IS NOT CURED WITHIN THIRTY (30) DAYS AFTER NOTICE OF DEFAULT, GATEMASTER MAY TERMINATE THE LICENSE UPON THIRTY (30) DAYS WRITTEN NOTIFICATION TO CUSTOMER. NOTWITHSTANDING THE FOREGOING, IF CUSTOMER HAS VIOLATED ANY OF GATEMASTER'S INTELLECTUAL PROPERTY RIGHTS IN ANY WAY, GATEMASTER MAY IMMEDIATELY TERMINATE THE AGREEMENT FOR CAUSE.

14. LIMITED WARRANTY. GATEMASTER WARRANTS THE SOFTWARE WILL BE PROVIDED IN CONFORMANCE WITH THE TERMS OF THIS AGREEMENT AND GATEMASTER DOES NOT MAKE ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT. GATEMASTER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS FOR A PARTICULAR PURPOSE OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR THAT THE SOFTWARE WILL BE ERROR FREE. THE SOFTWARE IS SOLD "AS IS" AND GATEMASTER IS NOT RESPONSIBLE FOR ASSUMED FEATURES OR FUNCTIONS NOT DIRECTLY OBSERVED BY THE CUSTOMER DURING PRE-SALE SOFTWARE DEMONSTRATIONS. GATEMASTER AGREES THAT CUSTOMER HAS NOT WARRANTED RECOVERING ANY DATA OR OTHER INFORMATION CONTAINED IN CUSTOMER'S DESIGNATED SYSTEM. GATEMASTER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORT CONDUCT, INCLUDING NEGLIGENCE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH: (A) GATEMASTER SHALL HAVE NO LIABILITY FOR THE SOFTWARE OR FOR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; (B) GATEMASTER MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND (C) GATEMASTER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SUBJECT TO THE FOREGOING AND NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED, AND, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE GATEMASTER IN CONNECTION WITH THIS AGREEMENT EXCEED THE MAINTENANCE AND SUPPORT FEE PAID BY THE CUSTOMER IN THE TWELVE (12) SIX (6) MONTHS PRECEDING THE CLAIM.

NEITHER PARTY SHALL BE IN DEFAULT OR OTHERWISE LIABLE FOR ANY DELAY IN OR FAILURE OF ITS PERFORMANCE UNDER THIS LICENSE IF SUCH DELAY OR FAILURE ARISES BY ANY REASONS BEYOND ITS REASONABLE CONTROL, INCLUDING ANY ACT OF GOD, ANY ACTS OF THE COMMON ENEMY, THE ELEMENTS, EARTHQUAKES, FLOODS, FIRES, EPIDEMICS, RIOTS, FAILURES OR DELAY IN TRANSPORTATION OR COMMUNICATIONS OR UTILITIES, OR ANY ACT OR FAILURE TO ACT BY THE OTHER PARTY OR SUCH OTHER PARTY'S OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS; PROVIDED, HOWEVER, THAT LACK OF FUNDS SHALL NOT BE DEEMED TO BE A REASON BEYOND A PARTY'S REASONABLE CONTROL.

15. ENVIRONMENTAL FACTORS.

GATEMASTER MAKES NO WARRANTY AND COMPLETELY DISCLAIMS ANY LIABILITY FOR FAILURE OF HARDWARE OR THE SOFTWARE TO FUNCTION PROPERLY AS A RESULT OF ADVERSE ENVIRONMENTAL FACTORS, INCLUDING BUT NOT LIMITED TO ELECTROMAGNETIC INTERFERENCE FROM ELECTRICAL WIRES OR APPLIANCES, POWER INTERRUPTIONS, VOLTAGE FLUCTUATIONS OR HUMIDITY. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ELIMINATING ADVERSE ENVIRONMENTAL FACTORS AT CUSTOMER'S OWN EXPENSE.

16. NO GUARANTEE FOR EQUIPMENT NOT PURCHASED FROM GATEMASTER.

EQUIPMENT WILL NOT BE SUPPORTED BY GATEMASTER UNLESS IT IS PROVIDED BY GATEMASTER OR ITS AFFILIATES. GATEMASTER WILL NOT GUARANTEE OR CLAIM THAT ITS SOFTWARE WILL FUNCTION PROPERLY IN WHOLE OR IN PART WITH ANY EQUIPMENT THAT IS NOT PROVIDED BY GATEMASTER OR ITS AFFILIATES.

17. LIMITATION DUE TO SOFTWARE CONFLICTS.

LIKE ALL SOFTWARE APPLICATIONS, THE GATEMASTER SOFTWARE ON RARE OCCASIONS MAY NOT OPERATE PROPERLY WHEN A PARTICULAR OTHER SOFTWARE APPLICATION OR HARDWARE DRIVER IS ALSO RUNNING ON THE SAME COMPUTER OR COMPUTER NETWORK.

18. CONFIDENTIAL INFORMATION. "***CONFIDENTIAL INFORMATION***" SHALL MEAN (A) ANY AND ALL INFORMATION RELATING TO OR CONTAINED IN THE PRODUCTS, SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS SUPPLIED TO CUSTOMER BY COMPANY IN CONNECTION WITH THE USE OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, INFORMATION RELATING TO THE PERFORMANCE, CONDITIONS, CAPABILITIES, AND CONTENTS OF THE PRODUCTS AND SOFTWARE, METHODS OF REPORTING AND CONDUCTING, MODIFICATION

SCHEDULE, MODIFICATION PROCESS AND ITS PROGRESS IN THE USE OF THE PRODUCTS, **AND FEEDBACK, OPINIONS, SUGGESTIONS, AND COMMENTS (POSITIVE AND/OR NEGATIVE) REGARDING THE PRODUCT AND THE SOFTWARE**, (B) THE ACCOUNT NAME AND PASSWORD USED BY CUSTOMER, OR BY ANY OTHER CUSTOMER, AND (C) ANY AND ALL INFORMATION RELATING TO THE PRODUCTS, SERVICES, OR BUSINESS OPERATIONS OF COMPANY, EXCEPT CONFIDENTIAL INFORMATION SHALL NOT INCLUDE ANY INFORMATION THAT IS REQUIRED TO BE DISCLOSED BY LAW, RULE, REGULATION OR COURT ORDER. FURTHER, CONFIDENTIAL INFORMATION INCLUDES, WITHOUT LIMITATION, ALL SUCH INFORMATION DISCLOSED TO CUSTOMER PRIOR TO THE EXECUTION OF THIS AGREEMENT THAT MEETS THE DEFINITION OF CONFIDENTIAL INFORMATION SET FORTH HEREIN IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONFIDENTIAL INFORMATION CONSTITUTES VALUABLE TRADE SECRETS OF COMPANY AND AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO KEEP CONFIDENTIAL ALL CONFIDENTIAL INFORMATION, AND ONLY USE CONFIDENTIAL INFORMATION IN CONNECTION WITH CUSTOMER'S USE OF THE PRODUCTS.

19. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GATEMASTER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE PRODUCT, SOFTWARE, DOCUMENTATION, OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED TO CUSTOMER OR OTHERS IN CONNECTION WITH USE OF THE PRODUCTS, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY AND HOLD GATEMASTER HARMLESS FROM SAME. NOTWITHSTANDING ANY OF THE FOREGOING, CUSTOMER SHALL NOT BE REQUIRED TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION HEREUNDER TO INDEMNIFY GATEMASTER OR ANY OTHER ENTITY OR PERSON SO CLAIMING SUCH RIGHT. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

THE PRODUCTS, SOFTWARE, DOCUMENTATION, AND ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED TO CUSTOMER OR OTHERS IN CONNECTION WITH USE OF THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER.

CUSTOMER ACKNOWLEDGES THAT THE PRODUCT AND SOFTWARE ARE CURRENTLY UNDER DEVELOPMENT AND TESTING BY GATEMASTER. GATEMASTER DESIRES TO OBTAIN INPUT FROM CUSTOMER TO ASSIST GATEMASTER IN ITS ONGOING DEVELOPMENT OF THE PRODUCT AND SOFTWARE.

ACCORDINGLY, THE PARTIES ACKNOWLEDGE THAT THE PROGRAMS LIKELY CONTAIN “BUGS” AND OTHER ERRORS THAT COULD ADVERSELY AFFECT THE USE OR PERFORMANCE OF THE PRODUCT AND SOFTWARE; AND CUSTOMER SHOULD TAKE EXTRA CARE IN PRESERVING ITS PRE-EXISTING DATA ON CUSTOMER’S EQUIPMENT IN ORDER TO AVOID ANY LOSS OF DATA AS A RESULT OF USING THE PRODUCT AND SOFTWARE.

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, GATEMASTER WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGES, COSTS, OR EXPENSES INCURRED BY CUSTOMER OR OTHERS WHATSOEVER RELATING TO OR ARISING OUT OF THE USE OF THE PRODUCTS, SOFTWARE, DOCUMENTATION, OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES IN CONNECTION WITH THE USE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY LOSS, DAMAGES, COSTS, OR EXPENSES DUE TO TERMINATION OF THE USE OF THE PRODUCTS OR CUSTOMER’S FAILURE TO REPORT CHANGES IN CUSTOMER INFORMATION IN ACCORDANCE WITH THIS AGREEMENT AND SHALL NOT BE OBLIGATED TO COMPENSATE CUSTOMER OR OTHERS FOR SUCH LOSSES, DAMAGES, COSTS, OR EXPENSES.

GATEMASTER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, COSTS, OR EXPENSES INCURRED BY THE CUSTOMER OR OTHERS DUE TO THE USE OF ANY ACCOUNT AND THE CORRESPONDING PASSWORD BEING USED BY OTHERS, REGARDLESS OF THE EXISTENCE OF WILLFUL FAULT.

GATEMASTER DOES NOT WARRANT AGAINST ERRORS IN THE PRODUCT OR SOFTWARE, THAT THE PRODUCT OR SOFTWARE ARE VIRUS-FREE ENVIRONMENTS, OR THAT CUSTOMERS WILL EXPERIENCE SAFE, RELIABLE, OR ERROR-FREE PROGRESSION OF GAMES.

WITHOUT LIMITING THE FOREGOING, GATEMASTER WILL NOT BE RESPONSIBLE FOR ANY VIOLATION OF UNITED STATES OR OTHER INTERNATIONAL LAW ON THE PART OF THE CUSTOMER, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY AND HOLD GATEMASTER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES INCURRED BY GATEMASTER AS A RESULT OF ANY SUCH VIOLATION. NOTWITHSTANDING ANY OF THE FOREGOING, CUSTOMER SHALL NOT BE REQUIRED TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION HEREUNDER TO INDEMNIFY GATEMASTER OR ANY OTHER ENTITY OR PERSON SO CLAIMING SUCH RIGHT.

FUNCTIONS, FEATURES, SERVICES, CONTENT, AND VARIOUS DATA PERFORMED OR PROVIDED IN CONNECTION WITH THE USE OF THE PRODUCTS MAY DIFFER FROM THE COMMERCIAL VERSION OF THE PRODUCT OR FROM ANY SUBSEQUENT VERSION OF ANY PRODUCT. GATEMASTER MAKES NO PROMISES OR ASSURANCES REGARDING FEATURES, FUNCTIONS, SERVICES, CONTENT, OR DATA IN ANY SUBSEQUENTLY RELEASED PRODUCTS.

CUSTOMER SHALL DISPOSE AND RESOLVE, BY THEIR OWN RESPONSIBILITY AND EXPENSE, ANY INQUIRIES, CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES FROM OTHERS OR REQUESTS, QUESTIONS, OR CLAIMS AGAINST OTHERS RELATED TO OR ARISING OUT OF THE USE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO CUSTOMER'S AND OTHERS' USE OF THE SERVICE. TO THE EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD GATEMASTER HARMLESS FROM AND AGAINST ANY AND ALL SUCH INQUIRIES, CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES. NOTWITHSTANDING ANY OF THE FOREGOING, CUSTOMER SHALL NOT BE REQUIRED TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION HEREUNDER TO INDEMNIFY GATEMASTER OR ANY OTHER ENTITY OR PERSON SO CLAIMING SUCH RIGHT.

20. DEFAULT.

IN THE EVENT THAT CUSTOMER FAILS TO PAY ANY FEES OR CHARGES UNDER THIS AGREEMENT, OR FAILS TO MEET ANY OTHER OBLIGATION UNDER THIS AGREEMENT OR ANY OTHER AGREEMENTS WITH GATEMASTER, GATEMASTER MAY TERMINATE THIS AGREEMENT OR OTHERWISE SUSPEND ITS SERVICES TO CUSTOMER, AMONG OTHER AVAILABLE REMEDIES, PROVIDED IT FIRST GIVES CUSTOMER THIRTY (30) DAYS PRIOR NOTICE, DURING WHICH TIME CUSTOMER FAILS TO CURE ITS DEFAULT. IT WILL BE NECESSARY FOR CUSTOMER TO APPLY CERTAIN CODES OR FILES PROVIDED BY GATEMASTER TO EXTEND ITS EXPIRATION UNTIL PAYMENT IS BROUGHT CURRENT.

21. STATE AND LOCAL TAXES.

CUSTOMER IS A TAX-EXEMPT ENTITY AND SHALL NOT BE RESPONSIBLE FOR PAYING ANY TAXES UNDER THIS AGREEMENT.

22. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ANY CHOICE-OF-LAW PROVISIONS.

23. ENTIRE AGREEMENT.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER ADDRESSED HEREIN AND SUPERSEDES ALL PRIOR COMMUNICATIONS, AGREEMENTS OR UNDERSTANDINGS, WRITTEN OR ORAL, BETWEEN THE PARTIES. ANY AMENDMENT TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES.

24. MODIFICATION, WAIVER AND REMEDIES.

ANY AMENDMENT OR MODIFICATION OF THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY THE PARTIES. NO WAIVER OF ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR OF ANY OBJECTION TO ANY ACT OR OMISSION CONNECTED THEREWITH SHALL BE CLAIMED OR IMPLIED BY ANY PARTY, OR BE DEEMED TO CONSTITUTE A CONSENT TO THE CONTINUATION OF ANY SUCH ACT

OR OMISSION, UNLESS IN WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF SUCH WAIVER OR CONSENT IS SOUGHT. NO REMEDY OR ELECTION HEREUNDER SHALL BE DEEMED EXCLUSIVE BUT SHALL BE DEEMED CUMULATIVE WITH ALL OTHER REMEDIES AT LAW OR IN EQUITY WHENEVER POSSIBLE.

25. ASSIGNMENT AND SUCCESSORS.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT MAY NOT BE ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE ENCUMBERED WITHOUT THE PRIOR WRITTEN CONSENT FROM THE OTHER PARTY IN ITS SOLE DISCRETION. SUBJECT TO THE FOREGOING, THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, LEGAL AND PERSONAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS. ANY SUCH ASSIGNMENT BY CUSTOMER SHALL NOT ALTER ANY OF THE TERMS OR CONDITIONS OF THE AGREEMENTS. IN THE EVENT THAT ANY ASSIGNMENT OCCURS, THE ASSIGNING PARTY SHALL CUSTOMER WILL PROVIDE THIRTY (30) DAYS WRITTEN NOTICE OF SAID ASSIGNMENT TO THE OTHER PARTY.

26. SEVERABILITY.

THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE, AND IF ANY PROVISION OF THIS AGREEMENT IS DETERMINED TO BE INVALID OR UNENFORCEABLE UNDER ANY CONTROLLING LAW, SUCH INVALIDITY OR NON-ENFORCEABILITY SHALL NOT IN ANY WAY AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT.

27. SECTION HEADINGS.

THE SECTION HEADINGS CONTAINED IN THIS AGREEMENT ARE SOLELY FOR THE PURPOSE OF CONVENIENCE AND SHALL NEITHER BE DEEMED A PART OF THIS AGREEMENT NOR ARE USED IN ANY INTERPRETATION HEREOF.

28. COUNTERPARTS.

THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, AND ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

[SIGNATURE PAGE FOLLOWS]



City of North Richland Hills, TX

**THE ABOVE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND AGREED
TO BY THE PARTIES:**

CITY OF NORTH RICHLAND HILLS:

Mark Hindman, City Manager

Date

ATTEST:

Alicia Richardson, City Secretary /
Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

N R H Council Action Y / N

Date Approved _____

Agenda No _____

Ord / Res No _____

GATEMASTER TECHNOLOGY:

By _____

Name: _____

Title: _____

Date: _____