

Solutions LLC desires: to minimize its liability hereunder, Xavus Solutions LLC may fulfill its obligations hereunder by, either substituting fully equivalent non-infringing items, or modifying the infringing item so that it no longer infringes, or by obtaining for Customer, at the expense of Xavus Solutions LLC, the right to continue use of such item. The foregoing states the entire liability of Xavus Solutions for patent or copyright infringement or for any breach of warranty of non-infringing, express or implied. The foregoing indemnity shall not apply to any equipment or software made to the specification or design of Customer or to claims based upon the combination of any equipment or software purchased pursuant to this contract with products or software supplied by Customer or others.

LIMITATION OF LIABILITY XAVUS SOLUTIONS LLC SHALL NOT BE LIABLE FOR BUSINESS INTERRUPTION, LOSS OF DATA, PROFITS OR REVENUE, OR SPECIAL, IN-DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND FROM ANY CAUSE WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER. LEGAL THEORY, EVEN IF XAVUS SOLUTIONS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL XAVUS SOLUTIONS LLC BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE PRICE PAID FOR THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED HEREUNDER.

DEFAULT In the event Customer defaults or breaches under the Contract as formed, in addition to all other remedies available to Xavus Solutions LLC at law or equity, Xavus Solutions LLC shall be entitled to recover attorney's fees and costs.

NONDISCLOSURE Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Examples of Xavus Solutions LLC's Confidential Information include, but are not limited to, product design, marketing plans and pricing. Examples of CUSTOMER's Confidential Information include, but are not limited to, client data that Xavus may encounter in the course of normal customer support operations. This obligation of confidentiality shall remain in effect for three (3) years after the disclosure. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE Distribution and use of products including computer programs and any related documentation and derivative works thereof, to and by the United States Government, are subject to the Restricted Rights provisions of FAR 52.227-19, paragraph (c)(2) as applicable, except for purchases by agencies of the Department of Defense (DOD). If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of commercial computer software and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) of the DoD FAR Supplement and its successors. All U.S. Government end users acquire the Software with only those rights set forth in this Agreement. Manufacturer is Xavus Solutions LLC, Boston, MA.

VALIDITY Should any provision of these terms be found illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the validity any other provision of this terms.

ARBITRATION Any dispute arising in respect of those terms shall be referred to arbitration conducted in Boston, MA under the rules of the American Arbitration Association. ~~The award rendered in such arbitration will be final and binding and may be enforced in any court of competent jurisdiction.~~ Each party shall bear its own costs incurred in the arbitration action. Notwithstanding the provisions of this section, any party may seek injunctive relief in any court of competent jurisdiction in order to protect its proprietary and confidential information and to enforce or obtain compliance with the scope of rights and licenses granted under these terms without first submitting, such claim to arbitration.

Quote #: s-090917-3824

Senior Center at Ashland City
Melissa Womack
104 Ruth Drive
Ashland City, TN 37015
United States

Customer Signature: _____

Customer Title: _____

Date: _____

Sales Tax Exempt #
(required if applicable)

Please also attach or mail a copy of Sales Tax Exempt Certificate