

**INSIGHT AUTOMATION**  
**Standard Terms and Conditions**

The following Standard Terms and Conditions (“Terms”) shall apply to all of the following situations where Insight Automation, Inc. (“INSIGHT”) is selling equipment or providing services: (i) the sale by INSIGHT of new product or equipment manufactured by INSIGHT (“Insight Equipment”); (ii) the sale by INSIGHT of new equipment, software, hardware and accessories supplied by a third-party manufacturer or licensor and sold or licensed to BUYER by INSIGHT (“Third-Party Equipment”); and (iii) all services done by INSIGHT pursuant to the Contract Documents (as defined below) including system engineered services, time and material work, custom programmable logic controller programming and custom coding (all such work referred to collectively as “Services”). Collectively, Insight Equipment and Third-Party Equipment shall be referred to herein as “Equipment.” Collectively, INSIGHT and BUYER may be referred to herein as “Parties” and individually as “Party.”

**1. GENERAL.**

**1.1.** These Terms are part of one or more of the following documents between INSIGHT and BUYER (“BUYER”) and shall govern and be incorporated into each of the applicable documents: (i) a quotation submitted by INSIGHT (“Quotation”); (ii) a purchase order submitted by BUYER (“Purchase Order”); or (iii) a purchase order acknowledgement and pertinent documents containing detailed information regarding the Project (as defined below) (the “PO Acknowledgement”). The Quotation, Purchase Order, PO Acknowledgment and these Terms (including any invoice, change order, amendment or addition thereto) may be referred to as a “Contract Document” or, collectively, as the “Contract Documents.” All work to be performed by INSIGHT pursuant to the Contract Documents shall be referred to as the “Project.”

**1.2.** EACH CONTRACT DOCUMENT BETWEEN INSIGHT AND BUYER IS MADE SUBJECT TO AND IS EXPRESSLY LIMITED TO THESE TERMS. THE ACCEPTANCE OF ANY PURCHASE ORDER BY INSIGHT IS MADE EXPRESSLY CONDITIONAL UPON BUYER'S ASSENT TO THESE TERMS. THE PARTIES INTEND THAT THESE TERMS SHALL EXCLUSIVELY CONTROL THE RELATIONSHIP OF THE PARTIES WITH RESPECT TO THE EQUIPMENT BEING PURCHASED AND ALL SERVICES PERFORMED PURSUANT TO THE CONTRACT DOCUMENTS, AND IN THE EVENT OF ANY INCONSISTENCY BETWEEN ANY QUOTATION, PURCHASE ORDER, PO ACKNOWLEDGEMENT, INVOICE OR ACCEPTANCE FORM AND THESE TERMS, THESE TERMS SHALL CONTROL AND SHALL BE BINDING ON THE PARTIES. UNDER NO CIRCUMSTANCES SHALL THE CONTRACT DOCUMENTS INCLUDE ANY TERMS AND CONDITIONS PROPOSED BY BUYER (“BUYER TERMS”), WHETHER INCLUDED ON BUYER'S PURCHASE ORDER, INVOICE OR WRITTEN ACCEPTANCE OF INSIGHT'S QUOTATION OR OTHERWISE, UNLESS SUCH BUYER TERMS ARE EXPRESSLY ACKNOWLEDGED, IN WRITING, AND EXECUTED BY AN AUTHORIZED PERSON ON BEHALF OF INSIGHT.

**1.3.** The parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply to these Terms or to any Quotation, Purchase Order, PO Acknowledgement, invoice or any other Contract Document.

**1.4.** INSIGHT shall perform the Services as an independent contractor and not as an employee of agent of BUYER. Nothing in these Terms or the Contract Documents shall be construed to create any partnership or joint venture between the parties. Nothing herein shall be construed to prevent or in any way limit INSIGHT from rendering same or similar services to any other client or INSIGHT's personnel from using general knowledge, ideas, concepts, skills, know-how and expertise (including general knowledge related to techniques, methodologies, practices and processes) in any current or subsequent endeavors.

**2. TITLE; RISK OF LOSS; SECURITY INTEREST.**

**2.1.** All deliveries are Ex Works and Title to the Equipment and all risk of loss of or damage to the Equipment shall pass to BUYER when the Equipment is made available to, as applicable, BUYER's carrier or a common carrier, at INSIGHT's facility.

**2.2.** Notwithstanding the foregoing, INSIGHT shall have, and BUYER hereby expressly grants to INSIGHT, a purchase money security interest, pursuant to the provisions of the Uniform Commercial Code as adopted in the State of Kentucky (“UCC”), in the Equipment until BUYER pays INSIGHT in full. BUYER agrees to execute and deliver all documents

reasonably required in order for INSIGHT to attach and perfect its purchase money security interest in the Equipment. INSIGHT shall release its purchase money security interest when BUYER pays INSIGHT in full.

### **3. PRICE; PAYMENT; TAXES.**

**3.1.** Payment for Insight Equipment, Third-Party Equipment and the Services is due from BUYER, as applicable, as set forth in the Quotation, at the time of submitting a Purchase Order or as set forth in the applicable Contract Documents. INSIGHT will assess a 1.5% per month service charge or the maximum amount allowed by law (whichever is greater) on any amounts not paid in accordance with the Contract Documents. Payment can be made by major credit cards, money order, wire transfer or check. If payment is made by check, the order will not be completed until the check is cleared for good funds. Conditional credit, at INSIGHT's sole and exclusive discretion, may be extended by INSIGHT to BUYER upon commercially reasonable proof of creditworthiness. For certain projects such as engineered-to-order products, INSIGHT, in its sole and absolute discretion may provide to BUYER an option to make milestone payments.

**3.2.** Prices include the costs of materials and equipment required for the Project ("Costs"). Such Costs are based upon amounts quoted currently by INSIGHT suppliers. In the event the amounts charged by such suppliers increase, for reasons beyond INSIGHT's control, the price quoted herein shall be increased to the extent of any such increase in costs. In the event of any increase in the price, upon the request by the BUYER, INSIGHT shall provide to the BUYER an itemized statement with clear and sufficient detail documenting the increases by the suppliers. At the option of the BUYER, all costs for material and equipment may be fixed, at any time upon payment by the BUYER of the cost of the material and equipment and upon confirmation by the supplier that the cost of the material or equipment has been purchased without any increase in the amounts included in the Quotation. All prices set forth in the Contract Documents are subject to change until INSIGHT receives full payment for all work done pursuant to the Contract Documents. All amounts shall be paid in United States Dollars unless expressly otherwise agreed between the parties.

**3.3.** All Services will be performed during regular business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, United States Eastern Standard Time. Any Services performed outside of these times will be billed on an overtime basis of time and a half. Any additional labor and material requested by BUYER shall be invoiced on a time and materials basis.

**3.4.** Prices set forth in the Contract Documents do not include any of the following: (i) cost of permits and fees required by local government agencies; (ii) federal, state and local taxes; or (iii) the testing for the documentation of and/or removal of any hazardous materials. All such additional charges or costs not specifically set forth in the Contract Documents shall be the sole and exclusive responsibility of the BUYER. BUYER is also solely responsible for any applicable transaction taxes, including, without limitation, any excise, value-added, consumption, duties, sales, use or similar taxes (but specifically excluding taxes on INSIGHT' income) and fees, changes, expenses, penalties and costs related thereto. It is BUYER's responsibility to provide any applicable exemption certificates to INSIGHT.

### **4. SHIP DATE.**

The shipping date identified in the Purchase Order is an estimated shipping date only; INSIGHT reserves the right to vary such shipping date, for commercially reasonable reasons. INSIGHT shall not incur any additional costs or bear any liability associated with any such extension of the shipping date. INSIGHT shipping terms is Ex Works .

### **5. FORCE MAJEURE.**

Except with respect to the payment of monies by BUYER to INSIGHT due hereunder, neither party shall be responsible for failure to perform under the Contract Documents or liable to the other party for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, unavailability of suitable transportation, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.

## 6. CANCELLATION BY INSIGHT.

6.1. INSIGHT may, by written notice to BUYER, cancel BUYER's order if BUYER: (i) fails to perform any of the terms and conditions contained in the Contract Documents, and BUYER does not cure such failure to INSIGHT's satisfaction within a period of ten (10) days after receipt of written notice from INSIGHT; (ii) becomes insolvent, makes an assignment in favor of creditors, or becomes subject to any bankruptcy, dissolution or similar proceeding; or (iii) is unable to comply with all applicable laws or regulations. As a nonexclusive alternative to cancellation, INSIGHT may, at its sole discretion, by written notice to BUYER, and without any liability of INSIGHT to BUYER whatsoever, suspend any of its obligations under the Contract Documents for any reason referenced in subsections (i) through (iii) above.

6.2. In the event of cancellation or suspension by INSIGHT, BUYER shall pay to INSIGHT, upon receipt of INSIGHT's written notice, a pro-rata portion of the purchase price of the Project, based on the percentage of completion of the Project at the time of cancellation, plus a reasonable profit based on the cost as determined by INSIGHT in its sole discretion. Upon INSIGHT's receipt of such cancellation payment, INSIGHT's partially completed materials and/or fabrication, except for any Proprietary Information may become the property of BUYER.

## 7. CANCELLATION BY BUYER.

Once fabrication has started, a special order once accepted by INSIGHT, shall not, for any reason, be cancelled by BUYER without full payment for the Project except upon INSIGHT's prior written consent. Rollers are manufactured to order. Once production has commenced, an order for rollers cannot be cancelled for any reason.

## 8. PROPRIETARY INFORMATION.

The term "Proprietary Information" shall mean (i) all information included in the Contract Documents submitted by INSIGHT and all technical information related to patents, copyrights, trade secrets and other intellectual property related to the Equipment and Services or the installation of the Equipment or the performance of the Services, regardless whether such disclosure is included in the Contract Documents or otherwise disclosed by INSIGHT; (ii) any processes, concepts, devices, machines, systems, techniques, know-how, designs, drawings, documents, records, data compilations, computerized records, CAD data, specifications, information, or special purpose manufacturing prototypes or samples, photographs, videotapes, models, molds, prototypes or other items supplied to BUYER by INSIGHT; (iii) all information and intellectual property that is developed or acquired by INSIGHT (a) outside the scope of these Terms at any time; or (b) in the course of performing the Services but is not specifically developed, discovered, invented, authored or first reduced to practice for BUYER. All Proprietary Information shall remain the sole and exclusive property of INSIGHT and all right, title and interest therein shall remain with INSIGHT.

## 9. CONFIDENTIAL INFORMATION.

9.1. "Disclosing Party" means the Party which supplies Confidential Information to the other Party.

9.2. "Receiving Party" means the Party which receives Confidential Information from the other Party.

9.3. "Confidential Information" means any and all (a) information pertaining to the products and/or services of the Disclosing Party, including any and all information about business operations and prospects; methodologies, processes, sales and marketing data; estimates, drawings, plans; advertising strategy; costs and pricing information; purchasing methods; procurement requirements; (b) financial, corporate, technical, tax, commercial, business or other information concerning the business and affairs related to the business of the Disclosing Party; (c) notes, analyses, compilations, studies or other material prepared by Receiving Party or other vendors, customers, resellers or distributors of Disclosing Party containing or based upon, in whole or in part, any information provided by the Disclosing Party; and (d) technology, trade secrets, copyrights, trademarks, patented or unpatented ideas and information and any other intellectual property concerning the Disclosing Party's technology and related products. Information shall be Confidential Information in any form, whether written, oral, digital, electronic, or graphic. Failure to mark or indicate that any of the Confidential Information is confidential and proprietary shall not affect its status as Confidential Information. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include: (i) information which is or becomes available in the public domain without breach

of these Terms or is already possessed by the Receiving Party as demonstrated by written or other tangible evidence; (ii) information disclosed to Receiving Party by a third-party who has an independent legal right to such information; or (iii) information that Receiving Party can demonstrate by written or other tangible evidence was developed independently without breaching these Terms.

**9.4.** Receiving Party agrees as follows: (a) To use the Confidential Information solely and exclusively for the purpose for which it was provided and not use such Confidential Information in any way detrimental to Disclosing Party or for Receiving Party's own benefit or the benefit of others; (b) To treat and maintain the Confidential Information in strict confidence and to prevent third-parties from gaining access to Confidential Information; except to such of its representatives who reasonably require access to the Confidential Information on a need-to-know basis for the purpose for which it was provided and who are (and the Receiving Party has informed them that they are) acting under a legally binding obligation to the Receiving Party to treat the Confidential Information in the strictest confidence in accordance with these Terms; (c) To immediately cease to use the Confidential Information upon request by Disclosing Party; (d) To assume responsibility and liability for any breach of these Terms by any of its representatives (or actions which would amount to such a breach if the same were a Party) who have or have had access to the Confidential Information of the Disclosing Party; (e) To take all reasonable measures and appropriate safeguards commensurate with those which it employs for the protection of its own Confidential Information (but in any event no less than a reasonable and prudent degree of care) and to assure that all such steps are taken by it and its representatives to maintain the confidentiality of the Confidential Information, and (f) To not make any disclosure or announcement to any third party relating to the Confidential Information, except where such disclosure is compelled by a court of law, statute, regulation or by any rules of any relevant securities exchange, provided, however, that Receiving Party provides Disclosing Party with written notice that the Confidential Information is required to be disclosed, sufficiently in advance of the disclosure so as to provide Disclosing Party with reasonable opportunity to seek to prevent the disclosure of, or to obtain a protective order for, the Confidential Information; and provided further that Receiving Party makes any required disclosures only after consultation with Disclosing Party.

**9.5.** Each Party acknowledges that the restrictions contained in this Section 9 are necessary to protect the legitimate interests of the other Party and that any violation of said provisions would result in irreparable injury to the Party to whom the Confidential Information belongs. In the event of a breach or threatened breach by a Party of any provision of these Terms, each Party agrees that the other Party will be entitled to injunctive relief restraining the breaching Party and that Party's directors, officers, employees, independent contractors, subcontractors and agents from such breach or threatened breach and to any other legal or equitable remedies available to the non-breaching Party.

## **10. CODE COMPLIANCE.**

It is BUYER's sole and exclusive responsibility to ensure that the Equipment and all work performed under the Project comply with all local laws, rules, regulations, standards or codes with which govern BUYER and its business. INSIGHT shall not have any liability for any design specifications supplied by BUYER or changes made by INSIGHT at BUYER's request.

## **11. WARRANTIES ON INSIGHT EQUIPMENT.**

**11.1.** INSIGHT warrants to the original purchaser that the Insight Equipment shall be free from material defects in materials and workmanship for a period of twenty four months from the date of purchase in the case of control cards and electronic components and for a period of twelve months in the case of pulse rollers, MDR power supplies, sensors and all other Insight Equipment ("Insight Equipment Warranty Period") provided, that such Insight Equipment is carefully operated and maintained in accordance with the recommended procedures. The foregoing warranty is not transferable.

**11.2.** During the Insight Equipment Warranty Period, if the Insight Equipment fails to perform in accordance with the specifications due to defective material or workmanship, BUYER shall promptly notify INSIGHT of such defect and request a Return Goods Authorization Identifier ("RGA"). The RGA shall only be given and authorized for Insight Equipment that is covered within the applicable Insight Equipment Warranty Period as determined by the product serial number and Insight sales records. BUYER shall be responsible ("Ex Works") for inbound and outbound shipment of defective Insight Equipment, including for any applicable freight and insurance costs. The risk of loss shall remain with BUYER until receipt of the Insight

Equipment by INSIGHT. INSIGHT shall have the right to refuse receipt of any shipment that does not have an authorized RGA. BUYER shall be solely responsible for all risk of loss or damage related to any shipment that does not have an authorized RGA.

**11.3.** Upon inspection by INSIGHT, if the Insight Equipment is found to have a defect covered by the foregoing warranty, INSIGHT may, at its option, repair or replace the Insight Equipment or applicable parts thereof at no cost to BUYER.

**11.4.** Upon inspection, if the Insight Equipment is found to have a defect not covered by the foregoing warranty, upon issuance of a purchase order by BUYER authorizing the repairs, the following charges shall apply: \$75.00 USD testing fee, cost of repairing the defective Insight Equipment, \$75.00 USD return fee and all applicable freight and insurance charges. The risk of loss shall pass to BUYER when the Insight Equipment is made available to a common carrier or BUYER's carrier at INSIGHT's facility.

**11.5.** The foregoing warranty does not extend in any way to consumable components, which, under normal usage, have an inherent life shorter than twelve (12) months. The foregoing warranty shall also not apply to: any part of the Insight Equipment that has been subjected to misuse, abuse, neglect, improper storage, improper installation, improper wiring, improper voltage or improper handling, or modifications by BUYER or parties other than INSIGHT or the integration thereof with other systems, products and equipment made by any party other than INSIGHT or damage caused by fire, flood, wind and lightning. Unless otherwise agreed in writing prior to the commencement of work, INSIGHT shall not be liable for any labor charges by BUYER or any third party for modifications or repairs.

**11.6.** In any and all events, BUYER's remedies with regard to Insight Equipment shall consist exclusively and solely of those in this Section 11 and INSIGHT shall under no circumstances return, refund or credit any monies for the Insight Equipment purchased by BUYER.

## **12. WARRANTIES ON THIRD-PARTY EQUIPMENT.**

With regard to the equipment, parts, software, hardware or accessories purchased or licensed by INSIGHT from the manufacturer or licensor for re-sale or licensing, the original manufacturer's / licensor's warranties shall, to the extent permitted by law, extend and inure to the benefit of the BUYER. INSIGHT DOES NOT WARRANT AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY FOR ANY EQUIPMENT, PARTS, SOFTWARE, HARDWARE AND ACCESSORIES PURCHASED OR LICENSED BY INSIGHT FOR RESALE OR FOR LICENSING TO BUYER. BUYER shall be solely responsible for complying with the applicable terms and conditions and restrictions and limitations related to the Third-Party Equipment.

## **13. WARRANTIES ON SERVICES.**

INSIGHT warrants that all Services provided by INSIGHT shall be rendered in a good and workmanlike manner by skilled personnel. INSIGHT's warranty for Services shall extend for a period of ninety (90) days from the date on which such Services were performed by INSIGHT personnel. The foregoing warranty is not transferable. If the Services, including system engineered services, time and material work, custom programmable logic controller programming and custom programming contain a defect covered by the foregoing warranty, INSIGHT will re-perform the defective Services at no cost to BUYER.

## **14. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER.**

BUYER makes the following representations, warranties and covenants, as applicable: (1) BUYER is a company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Contract Documents and to perform its obligations under this Contract Documents; (2) Neither the execution, delivery and performance of the Contract Documents nor the consummation by BUYER of the transactions contemplated in the Contract Documents will conflict with, violate or result in a breach of (a) any applicable law, regulation, order, writ, injunction, decree, determination or award of any governmental authority, (b) any of the terms, conditions or provisions of the certificate of organization, bylaws or other governing documents of BUYER, or (c) any material agreement or instrument to which BUYER is or may be bound or to which any of its material properties, assets or

businesses is subject; (3) There are no actions, suits, proceedings or investigations pending or, to the knowledge of BUYER, threatened against or affecting BUYER or any of its properties, assets or businesses in, before or by any governmental authority which could, if adversely determined, reasonably be expected to have a material adverse effect on BUYER's ability to perform its obligations under the Contract Documents and that BUYER has not received any currently effective notice of any default; (4) BUYER will give INSIGHT clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by BUYER are accurate, timely, non-infringing and in good condition; (5) BUYER is solely responsible for determining whether the specifications and designs associated with the Insight Equipment, Third-Party Equipment and Services are fit and sufficient for the purposes for which BUYER intends to use them; (6) BUYER will install, operate and maintain the Insight Equipment and Third-Party Equipment in accordance with all applicable codes, standards, instructions, operating manuals, regulations, governmental requirements, safety, storage and handling procedures and industry standards; (7) BUYER is solely responsible for any modifications to the Insight Equipment, Third-Party Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than INSIGHT and (8) BUYER will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.

#### **15. DISCLAIMER OF WARRANTIES.**

**EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, INSIGHT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE COMMONWEALTH OF KENTUCKY AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

#### **16. LIMITATION OF DAMAGES.**

**UNDER NO CIRCUMSTANCE SHALL INSIGHT BE LIABLE TO BUYER OR TO ANY THIRD-PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE PROJECT, THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO INSIGHT. ALL SUCH DAMAGES, LOSSES, AND CLAIMS ARE SPECIFICALLY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY DOCUMENTS BETWEEN THE PARTIES, INSIGHT' MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE SERVICES (INCLUDING INSIGHT EQUIPMENT AND THIRD-PARTY EQUIPMENT) SHALL NOT EXCEED THE AMOUNT OF COMPENSATION ACTUALLY PAID BY BUYER TO INSIGHT WITH RESPECT TO THE APPLICABLE PORTION OF THE PROJECT, SERVICES, INSIGHT EQUIPMENT OR THIRD-PARTY EQUIPMENT GIVING RISE TO THE CLAIM.**

#### **17. WARNINGS.**

**THE MISUSE, NEGLIGENCE OR IMPROPER INSTALLATION AND CARE OF THE EQUIPMENT CONSTITUTES A HAZARD, WHICH CAN RESULT IN LOSS OF LIFE, SERIOUS PERSONAL INJURY, HEAVY PROPERTY OR BUSINESS DAMAGE, EXAMPLES OF WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: (I) THE IMPROPER INSTALLATION OR APPLICATION OF THE EQUIPMENT; THEIR USE WITH IMPROPER WIRING, PIPING, OR VENTILATION; IMPROPER SYSTEM DESIGN OR ENGINEERING; INADEQUATE INSPECTION OR TESTING; (II) THE LACK OF REGULAR CAREFUL MAINTENANCE OF ANY EQUIPMENT; (III) THE EMPLOYMENT OF INSUFFICIENT OR UNQUALIFIED PERSONNEL; (IV) THE LACK OF CAREFUL SUPERVISION, PROPER WARNINGS, OPERATING INSTRUCTIONS, AND SAFETY PRECAUTIONS; AND (V) THE EXPOSURE OF THE EQUIPMENT TO EXCESSIVE HEAT, MOISTURE, DUST, DIRT, CORROSION, OR ANY OTHER DELETERIOUS CONDITION. SUCH CONSTITUTES A HAZARD, WHICH CAN RESULT IN LOSS OF LIFE,**

**SERIOUS PERSONAL INJURY, HEAVY PROPERTY, OR BUSINESS DAMAGE, AND BUYER AGREES TO ITSELF TAKE AND REQUIRE OTHERS TO TAKE ALL REASONABLE MEASURES TO AVOID EACH SUCH HAZARDS. BUYER ACKNOWLEDGES THE RISKS OF THE MISUSE, NEGLIGENCE, AND IMPROPER INSTALLATION AND CARE OF THE EQUIPMENT.**

**18. BUYER'S COVENANT OF NON-CIRCUMVENTION.**

BUYER hereby acknowledges that INSIGHT has dedicated a significant amount of time and energy in developing relationships with its employees, resellers, contractors, vendors, customers, developers, programmers, manufacturers and inventors ("Contacts"). The protection of such relationships is essential to the success of INSIGHT's business. BUYER hereby acknowledges that, during the term of the Project, BUYER may be introduced to such Contacts and may have an opportunity to develop a relationship with such Contacts. Accordingly, BUYER hereby agrees that during the term of the Project and for a period of three (3) years thereafter, whether terminated by INSIGHT and/or BUYER, BUYER will not enter into an agreement that circumvents INSIGHT with respect to any Contacts.

For purposes of the Contract Documents, the term "Circumvent" shall mean (i) soliciting, inducing or influencing or attempting to solicit, induce or influence any Contacts to terminate, reduce the extent of, discourage the development of or otherwise harm its, his or her relationship with INSIGHT, (ii) directly or indirectly soliciting business from any Contacts or (iii) in any fashion directing business or opportunities with a Contact away from INSIGHT. It is the intention of the parties that this paragraph shall preserve and protect all business and opportunities INSIGHT has with such Contacts. BUYER agrees that it shall in no way interfere with, damage or deal directly in any fashion and for any purpose with such Contacts other than as directed by and with the express written approval and permission of INSIGHT.

**19. BUYER'S COVENANT OF NON-SOLICITATION.**

During the term of the Project and continuing for a period of three (3) years after the date of termination or expiration thereof, whether terminated by BUYER or INSIGHT and whether voluntary or involuntary, BUYER shall not: (a) solicit, induce, or influence or attempt to solicit, induce or influence any employee, contractor, agent, or consultant of INSIGHT to terminate, reduce the extent of, discourage the development of, or otherwise harm his or her contract or other relationship with INSIGHT; (b) assist any other party in such solicitation; or (c) directly or indirectly hire or contract with or attempt to hire or contract with any such employee, contractor, agent, or consultant of INSIGHT.

**20. INDEMNIFICATION.**

BUYER shall defend, indemnify and hold INSIGHT, its affiliates, and their respective officers, directors, employees, agents and insurers harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs at all stages of appeal) arising out of or relating to: (i) personal injury (including death), property damage or any other damage caused or alleged to be caused by the negligence, willful misconduct, bad faith or fraud or any other act or omission of BUYER, its employees, agents or subcontractors, (ii) any breach of these Terms by BUYER or its employees, agents or subcontractors, and (iii) any infringement or alleged infringement of any patent, design, trade name, copyright, trademark, trade secret or other intellectual property right relating to the Services and Equipment based on information furnished to INSIGHT by BUYER, or INSIGHT's use thereof. Upon receipt of notice, BUYER shall promptly assume the defense of any third party suit or proceeding covered by its indemnification obligations hereunder. BUYER shall not settle or compromise any claims against INSIGHT without INSIGHT's prior written consent. INSIGHT shall have the right to participate in such litigation.

**21. INJUNCTIVE RELIEF.**

BUYER acknowledges that the restrictive covenants set out in the Contract Documents are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of INSIGHT. Buyer further acknowledges that the remedy at law for any breach or threatened breach of the Contract Documents may be inadequate and that, accordingly, INSIGHT, in addition to all other available legal and equitable remedies, is entitled to seek injunctive relief.

## 22. MISCELLANEOUS.

These Terms set forth the final and entire agreement of the parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Contract Documents may not be assigned by BUYER without the prior written consent of INSIGHT. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. Any provision hereof may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party. The failure to enforce at any time any of the provisions, or to require at any time performance by the other party of any of the provisions, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of these Terms or any part of hereof, or the right of any party thereafter to enforce each and every such provision in accordance with these Terms. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky, U.S.A., without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Contract Documents or the Services shall be instituted in the federal courts of the United States or the courts of the Commonwealth of Kentucky, in each case, located in County of Boone, and each Party irrevocably submits to the exclusive jurisdiction of such courts in such suit, action or proceedings. All section headings are for convenience only and shall in no way modify or restrict any of the terms or provisions of these Terms. These Terms shall be construed and interpreted so as to be enforceable to the fullest extent permitted by law, and the unenforceability of any provision shall not affect any other provision hereof. BUYER's representations, warranties, covenants, duties and obligations set forth in these Terms as well as INSIGHT's rights and remedies thereunder shall survive the expiration or termination of the Project.

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