ADAM 3 AND ADAM 5 LICENSED PRODUCT
END USER LICENSE AGREEMENT
(For Customers without a Mater Service Agreement)

This license agreement for ADAM 3 and ADAM Licensed products (the "Agreement") applies to an order form (the "Order Form") entered into by a client so-identified on the Order Form (the "Client") and a reseller so-identified on the Order Form (the "Channel Partner"), ATI ROW, LLC ("ATI") and Implicit Technology Solutions Latin America, S. de R.L. ("ITSLA"), as owner of the ADAM software, and is effective as of the date so-specified on the Order Form (the "Effective Date"). Notwithstanding the Order Form, By using either ADAM 3 or ADAM or receiving Support, Client agrees to the terms and conditions of this Agreement.

WHEREAS, Channel Partner distributes time-and-attendance, payroll processing, and human capital management software applications known as "ADAM 3" and "ADAM" (both of which are hereinafter referred to as "ADAM" as applicable to Client) that is owned and licensed by ATI and/or ITSLA ("Owner"); (i)

WHEREAS, Client has requested, and Channel Partner or Owner has agreed to provide, ADAM on the terms set forth in this Agreement and on the Order Form. Channel Partner and Owner, as applicable, are hereinafter referred to as "Supplier".

NOW, THEREFORE, in consideration of these premises, the mutual covenants and promises contained herein and in the Order Form, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ADAM. Subject to the terms and conditions set forth herein, Owner or Channel Partner (together referenced as "Supplier" as applicable to Client) will provide Client, directly or indirectly, with the functionality of the ADAM that is expressly selected on the Order Form.

2. Support. Owner shall provide standard support ("Support") to Client for ADAM during Owner's normal business hours in accordance with its support policies and procedures indicated on Owner's website. Such policies and procedures may be updated from time to time at Owner's discretion.

3. Client's Payment.
    (a) Any and all non-recurring fees including license fees ("One Time Fees") set forth on the Order Form are due and payable as of the Effective Date unless otherwise specified on the Order Form.

    (b) Client shall pay the standard maintenance fees for ADAM ("Maintenance Fee") within 12 months from the Effective Date and each year thereafter (collectively 4(a) and (b) are the "Fees").

    (c) All Maintenance Fees under this Agreement shall be due and payable by Client within one year of a previous annual payment, and all One Time Fees shall be due and payable and within 30 days of invoicing.

    (d) Invoices for the Fees may be transmitted electronically (where permitted by law) by Supplier to Client; otherwise, such invoices will be delivered in hard copy.

    (e) All payments by Client hereunder shall be payable electronically via wire transfer (bank draft) or to the lockbox account of Supplier as designated by Supplier or at such other place as Supplier may designate in writing (including via electronic mail) from time to time. Client agrees that all payments and other sums payable by Client hereunder shall be the unconditional obligation of Client and shall be made without abatement, reduction, set off, counterclaim, or any other defense of any kind or nature, including, without limitation, any arising out of any present or future claim Client may have against Supplier or its respective agents, representatives, or licensors. Any payments made in a manner other than as set forth herein will not be credited towards Client's account and will be deemed outstanding. All undisputed past due amounts owed by Client shall bear interest until paid in full at the rate of the lesser of 1.5% per month or (ii) the maximum allowed by law.

    (f) Client acknowledges and agrees that if any undisputed amount, including Maintenance Fees, is past due, Supplier may suspend providing any and all services pursuant to this Agreement, without liability whatsoever, unless and until such undisputed past due amount all accrued interest, and any and all collection fees are paid to Supplier. Such termination of services may include terminating the ADAM functionality in its entirety and demanding a return of the ADAM software to Owner.

    (g) Client shall notify Supplier in writing within 15 calendar days following the date of invoice of any inaccuracies or good faith disputes with respect to an invoice, the charges therein, and/or the services reflected in the invoice. In the event of a good faith dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Supplier shall review and issue a credit for the disputed amount if deemed justified by Supplier, in Supplier's reasonable discretion. If Client fails to notify Supplier in writing within 15 calendar days following the date of invoice of any inaccuracies or good faith disputes with respect to such invoice, the charges therein, and/or the services reflected in the invoice, all such claims will be deemed waived. Upon resolution of the disputed portion of an invoice, any amounts owed to Supplier with respect thereto shall be paid with interest at the rate set forth above, accruing from the date such amounts were originally due.

    (h) Supplier shall be entitled to increase any and all fees under this Agreement upon 30 days' prior written notice to Client.

4. Taxes and Tariffs.
    (a) Client shall pay Supplier for all taxes in connection with the provision of the ADAM, including sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties.

    (b) In the event that Client or Channel Partner is required by law to withhold any form of tax, tariff, or duty from any amount payable to Owner for Owner's provision of ADAM to Client under this Agreement, then Client shall reimburse Owner, directly or indirectly, for same and promptly provide Owner with copies of documentation required in connection with such withholding.

    (c) Client agrees to reimburse and hold Supplier and Supplier's licensors harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client under this Agreement. Each party shall be responsible for taxes related to its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.

5. Client's Responsibilities. In connection with Supplier's provision of the ADAM, Client will be responsible for:

    (a) Providing, obtaining, and paying for internet access and all equipment necessary to enable Client to access or otherwise receive the ADAM functionality;

    (b) Providing and making accessible to ATI or ITSLA a virtual private network for the Owner to update, service, and monitor the use of ADAM.

    (c) Providing all data necessary to enable Client to avail itself of the ADAM functionality;

(d)   Obtaining, maintaining, and paying for all technological infrastructure needed to install and maintain ADAM.

(e)   Providing Supplier with information and data that is current, correct, and of an appropriate format and level necessary to enable Supplier to make the ADAM available;

(f)   Utilizing the ADAM in a careful and prudent manner with competent employees that have been certified though Owner's certification course; and

(g)   Fulfilling such other tasks and responsibilities as are described in this Agreement and reasonably necessary to enable Supplier to provide ADAM.

6.   Term. The term of this Agreement shall commence upon the Effective Date and shall continue until terminated pursuant to Section 7 ("Term").

7.   Termination

(a)   Any Party may terminate this Agreement for any reason upon at least 90 days prior written notice.

(b)   If Supplier or Client becomes insolvent or bankrupt or insolvency proceedings have been instituted in connection with such party (either voluntary or involuntary), the other party may give written notice of termination which shall be effective immediately, in addition to any other remedies which may be available under law or at equity.

(c)   Promptly following termination of this Agreement for any reason, Client shall cease using ADAM, delete all copies of the ADAM and verify same to Owner.

8.   Intellectual Property.

(a)   Owner hereby grants Client a personal, nonexclusive, non-transferable license, without the right to sublicense, the use of ADAM, as applicable, ("ADAM License") during the Term solely for Client's internal business purposes and consistent with the terms set forth in this Agreement. Client may not modify or alter any of the content, information, or documentation contained on ADAM other than the data entries that are expressly contemplated and permitted by ADAM to be input by Client. Client may only utilize ADAM as provided by Owner and may only utilize the ADAM at the location(s) designated or agreed to by Owner. In no instance is Client permitted to utilize ADAM in third party hosting environments including, but not limited to, Amazon Web Services, Microsoft Azure, and Google cloud services.

(b)   All materials furnished by Supplier to Client, including, but not limited to, all forms, brochures, documents, and other materials that are accessible through the Web Site (collectively, "Materials"), are licensed, and Owner hereby grants Client a personal, nonexclusive, non-transferable license, without the right to sublicense, to use the Materials solely for purposes that are consistent with the terms set forth in this Agreement (the "Materials License"). Client shall not distribute, alter, or use the Materials for any other purpose. Client agrees to treat all Materials as Confidential Information. Upon the termination of this Agreement, Client shall destroy all Materials or, if requested by Supplier, return all Materials to the requesting party.

(c)   The ADAM License and the Materials License are together referred to herein as the "Licensed Property."

(d)   Except as expressly authorized herein, Client shall not:

(i)   Copy or otherwise utilize or reproduce any portion of the Licensed Property, except to the extent necessary for Client to use the Licensed Property for their intended purpose, as set forth in this Agreement;

(ii)   Distribute, disclose, market, rent, lease, transfer, or provide or permit access to any third party any portion of the Licensed Property;

(iii)   Use the Licensed Property except as authorized pursuant to this Agreement and except for Client's internal business programs; or

(iv)   Copy, duplicate, utilize, or access, or permit any third party to copy, duplicate, utilize, or access any or all of the Licensed Property to compete against or otherwise impair the business of Channel Partner or Owner.

(e)   Subject to the non-exclusive License granted herein, Owner and Owner's licensors retain all right, title, and interest, including, without limitation, all copyrights, trade secrets, patents, trademarks, service marks, and all other proprietary rights, in and to the Licensed Property and Confidential Information.

(f)   In addition to the terms and conditions set forth in this Agreement, use of the Licensed Property by Client's authorized users shall be subject to the "Terms of Use" and "Privacy Notice" statements provided on and accessible through the Owner's website and which, by this reference, are incorporated herein. Owner reserves the right from time to time to modify this Agreement, the "Terms of Use", and the "Privacy Notice", and Client hereby agrees that the continued use of the Licensed Property after the date of any such modification shall be deemed consent to and acceptance of such modified terms and conditions.

(g)   Client shall not, and shall not attempt to, (i) circumvent any or all security features of the Licensed Property or use the Licensed Property to provide similar services or other services to any third parties.

(h)   All trademarks, copyrights, and other intellectual property rights associated with ADAM and the Licensed Property (the "Intellectual Property") are owned or licensed exclusively by Owner or Owner's licensors. Client shall not have any rights or ownership in the Intellectual Property. Client may not use the Intellectual Property, except for the purposes expressly contemplated in this Agreement, unless it obtains Owner's prior written consent. Client agrees that it will not modify, disassemble, decompile, or otherwise reverse engineer the Intellectual Property or any related hardware. In addition, Client warrants that any information or materials it provides Channel Partner or Owner under this Agreement do not infringe any third party copyright, trademark, patent, trade secret, or any other third party intellectual property rights, nor will Owner or Channel Partner's use of such information or materials in accordance with any instructions provided by Client cause Owner or Channel Partner to infringe any third party intellectual property rights.

9.   WARRANTY DISCLAIMER.   THE EXPRESS WARRANTIES SPECIFIED HEREIN ARE THE ONLY WARRANTIES MADE BY OWNER OR OWNER'S LICENSORS. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY OWNER OR ANOTHER OR OTHERWISE, THAT IS NOT CONTAINED IN THIS AGREEMENT WILL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF OWNER OR OWNER'S LICENSORS. OWNER AND OWNER'S LICENSORS FURTHER DISCLAIM AND CLIENT HEREBY WAIVES, ALL IMPLIED WARRANTIES FOR ADAM, THE LICENSED PROPERTY, OR ANY OTHER SERVICES PROVIDED HEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR INTENDED USE, OR PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EACH PARTY WAIVES ANY LIABILITY OF THE OTHER PARTY (AND CLIENT WAIVES WITH RESPECT TO OWNER'S LICENSORS, CONTRACTORS, AND

OWNERS) IN NEGLIGENCE, TORT, AND STRICT LIABILITY ARISING FROM ANY ACT OR OMISSION OF THE OTHER PARTY IN THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT THAT SUCH LIABILITY ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY.

10. LIMITATION OF LIABILITY. NEITHER OWNER NOR OWNER'S LICENSORS, CONTRACTORS, OR OWNERS SHALL BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOST PROSPECTIVE ECONOMIC ADVANTAGE ARISING FROM ANY ACT OR OMISSION IN PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. NEITHER OWNER NOR OWNER'S LICENSORS SHALL BE RESPONSIBLE FOR CLIENT'S INABILITY OR FAILURE TO ACCESS ADAM OR TO OTHERWISE USE THE SERVICES OR THE HARDWARE (INCLUDING, BUT NOT LIMITED, TO OR INABILITY DUE TO HARDWARE OR SOFTWARE FAILURE OR INTERNET CONNECTIVITY). UNDER NO CIRCUMSTANCES WILL OWNER'S OR OWNER'S LICENSORS' LIABILITY EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO OWNER BY CLIENT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CAUSE GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE THIS LIMIT. THIS ALLOCATION OF LIABILITY REPRESENTS THE AGREED AND BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS AGREEMENT.

11. Confidentiality and Non-Disclosure. During the Term, each party may be given access to information (in hardcopy, electronic, or other form) that relates to Client's, Channel Partner's, Channel Partner's licensors', or Owner's past, present, or future research, development, business activities, clients, products, services, and technical or proprietary knowledge ("Confidential Information"); provided, however, that this Agreement does not constitute Confidential Information. In connection therewith, the following provisions shall apply:

(a) Each party agrees that all Confidential Information communicated or revealed to it (the "Receiving Party"), either intentionally or unintentionally, by the other party (the "Disclosing Party") during the Term shall be deemed confidential and proprietary and shall be used by the Receiving Party solely for the purposes of performing its obligations under this Agreement.

(b) Neither party shall disclose or distribute any of the Confidential Information or other trade secrets to any other person or entity unless specifically authorized in writing to do so by the Disclosing Party.

(c) The Confidential Information may not be copied or reproduced without the Disclosing Party's prior written consent.

(d) All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (i) the expiration or earlier termination of this Agreement, or (ii) the request by the Disclosing Party, unless the Receiving Party is otherwise allowed to retain such Confidential Information. Supplier may retain, subject to the terms of this Section 11, copies of Client's Confidential Information required for compliance with its recordkeeping or quality assurance requirements; provided, however, that any such copies shall continue to be subject to the obligations of confidentiality set forth in this Section 11.

(e) Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not

limited to, ideas, concepts, know-how, techniques, and methodologies) previously known to it without an obligation of confidentiality, independently developed by or for it, without the use of, or reference to, another party's Confidential Information, acquired by it from a third party that is not, to its knowledge, under an obligation of confidentiality with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement.

(f) If either party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of the other party, it shall promptly notify the other of such receipt and tender to it the defense of such demand. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.

12. Indemnification. Client shall indemnify, hold harmless, and defend Supplier and Supplier's licensors and their respective owners, partners, officers, directors, affiliates, agents, and employees, from and against all claims, losses, expenses, costs, damages, and liabilities (including reasonable attorneys' fees and expenses and other costs of litigation) arising, directly or indirectly, from (a) the failure of Client, its partners, officers, directors, agents, employees, and subcontractors to fulfill any of its obligations or covenants under this Agreement, (b) any third party action or claim brought or threatened against Supplier or Supplier's licensors in connection with any representations, warranties, or covenants to Client's customers or other third parties, express, implied, statutory, or otherwise; or relating to, arising out of, or in connection with Client's products and services, or (c) any loss or damage to property, whether such property is owned by Client or a third party, and for any personal injuries or deaths arising after delivery of the ADAM. The foregoing indemnification shall not apply to claims to the extent that they are caused directly by Supplier or Supplier's licensors' gross negligence or willful misconduct. THE FOREGOING INDEMNIFICATION INCLUDES, HOWEVER, ANY AND ALL COSTS, EXPENSES, LOSSES, AND DAMAGES ARISING FROM THE NEGLIGENCE OF OWNER AND SUPPLIER'S LICENSORS AND THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, AND THOSE ACTING FOR OR ON THEIR BEHALF. The Parties agree that the foregoing indemnities are limited to the extent necessary to comply with applicable state or federal law and that this Agreement shall be deemed to be amended to comply with those laws to the extent such requirements are at variance with the indemnification provisions set forth herein.

13. Remedies. If Client is in default hereunder and such default shall be continuing beyond any applicable cure period, Supplier may, at its option, seek all contractual, legal, and/or equitable remedies against Client, including, without limitation: (a) proceeding by appropriate court action or actions, either under law or at equity, to enforce performance by Client of its obligations hereunder without the requirement of posting a bond or any other security; (b) recovering damages resulting from any breaches thereof; (c) terminating the Agreement in accordance with Section 7 above; and/or (d) recovering from Client any and all amounts which may have accrued to the date of such termination or may otherwise be payable hereunder, including, without limitation, amounts payable pursuant to Sections 3 and 4. No remedy referred to in this Section 13 shall be deemed exclusive, but all such remedies shall be cumulative and shall be in addition to all other remedies in Owner's favor existing under this Agreement, the Order Form, or otherwise at law or in equity.

14. Independent Contractor. The relationship of Supplier and Client is that of an independent contractor and not of an employee or agent. Neither party shall hold itself out or act as an employee or agent of the other, nor will either party have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose. Neither party shall be deemed a joint employer of the other's employees, each party being responsible for any and all

claims by its employees. Neither party's employees shall be deemed "leased" employees of the other for any purpose.

15.   Force Majeure. Neither Party shall be responsible for delays in, or suspension of performance of, this Agreement (except Client's obligation to pay for the ADAM and other expenses described herein) caused by acts of God or governmental authority, strikes or labor disputes, fires, or other loss of facilities, or other similar or dissimilar causes beyond the reasonable control of such party.

16.   Binding Agreement. This Agreement constitutes a binding obligation of the parties hereto with respect to the matters set forth herein and is enforceable against the parties in accordance with its terms. Each party represents that it is duly authorized to execute this Agreement and such Agreement does not conflict with or violate any agreement with any other party. Client and Supplier hereby agree that Owner and Owner's licensors are hereby made third-party beneficiaries of this Agreement with rights to enforce this Agreement as if a signatory hereto.

17.   Entire Agreement. This Agreement and the Order Form contain the entire agreement between the parties relating to the subject matter hereof and shall supersede all previous agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by a writing signed by Client and Supplier and consented to in writing by Supplier.

18.   Notices. All notices, payments, and deliveries shall be deemed to have been sufficiently given when delivered in writing by personal service or by certified first class mail, FedEx, DHL, or UPS to Supplier and Client at their respective addresses or fax numbers indicated on the Order Form and if to Owner, then by certified first class mail, FedEx, DHL, or UPS at 8080 N. Central Expy., Suite 1250, Dallas, TX 75206.

19.   Governing Law. This Agreement, including issues of formation, validity, interpretation, and enforcement of this Agreement, shall be governed by, and subject to, the law of the state of Texas, USA without the application of any conflicts of law rules that might call for the application of a different law. All disputes arising out of or related to this Agreement shall be subject to arbitration in Dallas, Texas, pursuant to Section 20, and any issues that are not encompassed in Section 20, shall be subject to the exclusive jurisdiction of the courts located in Dallas County, Texas, USA (the "Exclusive Courts"). In addition, each party to the Agreement (a) waives (to the extent not prohibited by applicable law) and agrees not to assert, by way of motion, as a defense, or otherwise, any claim that (1) such party is not subject personally to the jurisdiction of the Exclusive Courts, (2) such party's property is exempt or immune from attachment or execution, (3) any such action brought in one of the Exclusive Courts should be dismissed on grounds of *forum non conveniens*, (4) should be transferred or removed to any court other than one of the Exclusive Courts, or (5) should be stayed by reason of the pendency of some other proceeding in any other court other than one of the Exclusive Courts, or (6) the Agreement or the subject matter of the Agreement may not be enforced in or by any such Exclusive Court and (b) agrees not to commence any such action other than before one of the Exclusive Courts. Notwithstanding the foregoing, a party may commence any action in a court other than the Exclusive Courts solely for the purpose of enforcing an order or judgment issued by one of the Exclusive Courts."

20.   Arbitration.

        (a)   All claims, disputes, controversies, and all other matters arising out of, or related to, the validity, scope, making, interpretation, enforceability, performance, breach of, or relating in any way to this Agreement, the relationship between the parties created by this Agreement, the subject matter of this Agreement, including the authority or capacity of any signatory to this Agreement, and the validity, enforceability, or applicability of this Section 20, shall be determined by binding arbitration in Dallas, Texas, in accordance with the rules and procedures of the International Center for Dispute Resolution (the "Arbitration Body"), supplemented by the IBA Rules on the Taking of Evidence in International Commercial Arbitration. The arbitration shall be conducted in English as spoken in the U.S. Each party will provide and pay for translators and translated documents required by such party. All awards, final or interim, shall be in writing with the reasons for the decision stated. The making, validity, scope, interpretation, and enforceability of this Agreement, including who shall be parties to the arbitration and what issues shall be submitted to arbitration, shall be determined by the arbitrator chosen in accordance with this Agreement (the "Arbitrator").

        (b)   Any party may initiate arbitration by written notice to the other party of the intention to arbitrate, specifying the claims to be arbitrated. The arbitration shall be conducted before a single Arbitrator selected by the parties. Should the parties be unable to agree on the neutral Arbitrator within 15 days following the non-initiating Party's receipt of an arbitration notice, the Arbitration Body shall appoint the Arbitrator. In the event of the incapacity of the Arbitrator after appointment, which incapacity will prevent the conclusion of the proceedings within the time limits set forth below, such Arbitrator shall be replaced in the same manner as originally appointed.

        (c)   The Arbitrator shall have a minimum of ten years' experience in the computer software industry. Within 15 days following the appointment of the Arbitrator (the "Appointment Date"), the Arbitrator shall convene a preliminary hearing to set a schedule for the proceedings. Unless the parties stipulate to the contrary, the final arbitration hearing will be held no later than 180 days after the notice of intent to arbitrate is served, and the Arbitrator will render the Arbitrator's final decision no later than 60 days after the final hearing is concluded.

        (d)   Unless the Arbitrator, upon a showing of good cause, rules otherwise, a claim of confidentiality of any answer or document will be honored, and such information will not be disclosed to third parties or used for any purpose outside the arbitration without the consent of the party claiming the privilege. The discovery period shall begin 15 days after the Appointment Date and shall conclude 90 days later. Each party shall produce all documents relied upon to support a claim or defense and a list of all individuals with knowledge relevant to any claim or defense within 15 days following the beginning of the discovery period. Each party will be allowed to ask 20 written interrogatories, including subparts, and to propound 20 requests for production of documents or other tangible things. The parties may interview and discuss matters with witnesses. The receipt and consideration of all evidence will be within the sole discretion of the Arbitrator.

        (e)   The substantive law of the state of Texas shall apply to all issues presented to the Arbitrator, including the validity, scope, interpretation, and enforceability of this Section 20. Conflict of laws or choice of law principles that might call for the application of another law shall not be applied.

        (f)   This Section 20 shall apply to the parties and all those who benefit directly or indirectly from this Agreement or who seek to enforce or take advantage of this Agreement, including all subcontractors, suppliers, designers, or manufacturers. All legal doctrines, such as agency, assumption, estoppel, third party beneficiary, and alter ego, shall be broadly construed to include non-signatories within the application of this Section 20. As a means of lowering costs, efficiently resolving disputes, and avoiding conflicting decisions, the parties agree to consolidated arbitration of interrelated disputes involving common questions of law or fact in accordance with the terms of this Agreement, including disputes involving third parties.

        (g)   The Arbitrator is empowered to issue subpoenas for witnesses and documents. Any and all decisions or orders of the Arbitrator may be enforced if necessary by any court. The Arbitrator's award(s) (interim and final) may be confirmed

and judgment entered upon the award(s) in any court having jurisdiction over the parties or in any jurisdiction where any of the parties have real or personal property, each party consenting to jurisdiction in such venues.

(h)   In no event shall the Arbitrator award money damages or equitable relief or specific performance that is not expressly authorized by, or that is in conflict with, this Agreement.

Assignment. Client may not assign or sublicense this Agreement or the Order Form (or delegate Client's rights, duties, or obligations under this Agreement or the Order Form) without Owner's prior, express, and written consent.

Waiver. No failure by either Party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right

21.   Waiver. No failure by either Party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

22.   Survival. This Section 22 and Sections 3, 4, and 6 to 21 shall survive the expiration or termination of this Agreement.