



## **ATTACHMENT FOR COLOCATION SERVICE**

This **ATTACHMENT FOR COLOCATION SERVICE** (“ATTACHMENT”) shall be attached to and become a part of the PRODUCTS AND SERVICES AGREEMENT (“AGREEMENT”) by and between INTELLETRACE, INC (“INTELLETRACE”) and CUSTOMER as identified in AGREEMENT. In consideration of the foregoing recitals and the covenants contained herein and other good and valuable consideration, the PARTIES hereby agree as follows:

### **1. SCOPE OF THE ATTACHMENT.**

1.1 This ATTACHMENT, sets forth the terms and conditions under which INTELLETRACE agrees to provide to CUSTOMER and CUSTOMER agrees to procure from INTELLETRACE certain Colocation Service to be defined herein (“Service”).

1.2 All of the terms and conditions set forth in the AGREEMENT (including without limitation, provisions addressing Service Order, payment of charges, suspension of service, limitation of liability, indemnity and force majeure) will apply to ATTACHMENT. Solely with respect to Colocation Service, in the event of any conflict between the terms and conditions set forth in the AGREEMENT and this ATTACHMENT, the terms and conditions set forth in this ATTACHMENT will control.

### **2. DEFINITIONS.**

The following terms shall have the following meanings:

2.1 AGREEMENT shall mean the PRODUCTS AND SERVICES AGREEMENT, including all Attachments and Service Orders.

2.2 CUSTOMER shall mean the person or entity to which Service is sold pursuant to this ATTACHMENT.

2.3 Due Date shall mean the date payment must be received by INTELLETRACE for the Service provided to CUSTOMER under this ATTACHMENT. The Due Date applicable to Service provided hereunder shall be as set forth herein.

2.4 Effective Date shall mean the date on which Service is deemed to have commenced under this ATTACHMENT. Unless otherwise agreed, the Effective Date shall be the earlier of: (i) the first date of use of the Service by CUSTOMER; or (ii) the Firm Order Completion (“FOC”) date as conveyed to CUSTOMER prior to the FOC date.

2.5 End User shall mean a person or entity to which CUSTOMER will provide telecommunications services utilizing, in whole or in part, the Service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.6 Service shall mean any telecommunications service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.7 Service Order shall mean the written executed request by CUSTOMER for Service using the INTELLETRACE Order Form in effect at the time of the order. A Service Order shall be deemed incorporated herein at the time it is executed and approved by INTELLETRACE.

2.8 Service Order Term shall mean the minimum period of time for which CUSTOMER commits to purchase the Service specified in the Order Form. If no Service Order Term is notated, then the Service Order Term will default to twelve (12) months.

### **3. DESCRIPTION OF SERVICE.**

3.1 INTELLETRACE offers half cabinets, full cabinets, and cage space at various locations throughout the United States. In compliance with the security policies and procedures applicable to each data center and/or third-party facility (each a "Facility"), the facility provider ("Facility Provider") shall provide, on a commercially reasonable basis, the CUSTOMER with access to the Facility. To facilitate access to the Facility, INTELLETRACE shall provide the Facility Provider the names of CUSTOMER's personnel who need access to the Facility.

3.2 If CUSTOMER is purchasing shared cabinet space the following additional terms and conditions shall apply:

3.2.1 Neither CUSTOMER nor any of its personnel will be allowed access to the shared cabinet or the Facility without an INTELLETRACE personnel escort. All Services required by CUSTOMER or any of its personnel including, but not limited to, installation of equipment in the shared cabinet must be performed as Remote Hands Service at an hourly rate of two hundred dollars (\$200.00) per hour.

3.2.2 The CUSTOMER's power charge shall be outlined on the Service Order Form.

3.3 If CUSTOMER wishes to provide shared space in a cabinet ("Multi-Firm Cabinet") to a third party (a "Multi-Firm Cabinet Customer") the following additional terms and conditions shall apply:

3.3.1 CUSTOMER shall submit a written request to INTELLETRACE for approval to use a cabinet as a Multi Firm Cabinet. The request must include the names of each Multi-Firm Cabinet Customer that will be located in the Multi-Firm Cabinet.

3.3.2 INTELLETRACE may approve or reject such request, for any reason in INTELLETRACE'S sole discretion.

3.3.3 If the request is approved by INTELLETRACE, CUSTOMER agrees to pay the non-recurring Multi-Firm Cabinet Surcharge of six hundred dollars (\$600.00).

3.3.4 CUSTOMER must provide INTELLETRACE with written notice of any changes to its Multi-Firm Cabinet Customer(s) at least on a quarterly basis.

3.3.5 CUSTOMER's failure to provide the written request as set forth in 3.3.4 above, may be considered a material breach of the ATTACHMENT and INTELLETRACE shall have the right to terminate this ATTACHMENT pursuant to the terms of Section 14.1 herein and, where applicable, collect and applicable penalty fee.

3.4 CUSTOMER agrees that power may be drawn from both the A and the B feed of a circuit pair. Each power circuit provided in a co-located cabinet has an amperage rating capacity. The National Electric Code standard enforced by the Occupational Health and Safety Association ("OSHA") warns that a power circuit consistently over eighty (80%) percent of its capacity may cause safety hazards to personnel and potential property damage. Therefore, at no time shall the combined power load drawn from the circuit pair exceed eighty (80%) of the breakered capacity of a single circuit. If, through power usage reports, INTELLETRACE determines that CUSTOMER is drawing more than eighty percent (80%) of the breakered capacity of a single circuit over the circuit pair, then CUSTOMER shall have thirty (30) days from the date of a power overage notification to (i) reduce circuit pair power consumption to within eighty percent (80%) of the breakered capacity of a single circuit; or (ii) if additional power is available, order an additional circuit pair (collectively, a "Power Overage Cure"). Failure of CUSTOMER to implement a Power Overage Cure may be considered a material breach of

the ATTACHMENT and INTELLETRACE shall have the right to terminate this ATTACHMENT pursuant to the terms of Section 14.1 herein. In addition, during the month(s) of the overage, CUSTOMER will be charged two times the ongoing monthly fee for the cabinet associated with the circuit experiencing the power overage.

**4. RATES AND CHARGES.** The rates and charges applicable to Service will be outlined in each Service Order.

**5. TERM.**

5.1 The term of this ATTACHMENT shall begin on the Effective Date and shall continue for an Initial Term as stated on the Order Form (the "Initial Term"). At the end of the Initial Term, this ATTACHMENT will automatically renew on a month to month basis ("Renewal Term") until (a) either Party terminates this ATTACHMENT as provided for in Section 14 (Termination) of his Attachment; or (b) INTELLETRACE ceases to offer the Service, in which case INTELLETRACE shall use commercially reasonable efforts to notify CUSTOMER of such cessation of Service(S) as soon as possible. The Initial Term and any Renewal Term are collectively referred to as the "ATTACHMENT Term".

5.2 Services Terms. After the Effective Date of this ATTACHMENT, additional Services may be added by CUSTOMER through the submission of a new order request to INTELLETRACE. Each new Service will have an initial term of twelve (12) months from inception, and the current Term of the ATTACHMENT will be extended accordingly upon CUSTOMER's acceptance of any new Service, subject to the termination provisions set forth herein.

**6. REMOTE HANDS SERVICE.** INTELLETRACE will charge CUSTOMER for Remote Hands Service provided Monday-Friday, 6:30am - 9:00pm EST, excluding holidays observed by INTELLETRACE, an hourly rate of two hundred dollars (\$200.00) per hour (the "Remote Hands Rate"). All Remote Hands Services provided during any other hours shall be charged at the Extended Hours/Expedited Rate of six hundred dollars (\$600.00) per hour (the "Extended Hours/Expedited Rate"). Technicians will be available to assist with installation, configuration, troubleshooting, documentation, maintenance and packaging and handling of CUSTOMER equipment for shipping ("Remote Hands Service"). CUSTOMER is required to provide detailed written instructions necessary to complete any Remote Hands Service requested via e-mail to support@inteltrace.com. Billing amounts will be calculated in fifteen (15) minute increments. A minimum charge of fifteen (15) minutes will be applied to all Remote Hands Services.

**7. CUSTOMER RESPONSIBILITIES.** CUSTOMER will provide INTELLETRACE with: (a) a list of CUSTOMER's equipment that will be installed at the Facility ("CUSTOMER Equipment"); and (b) a list of CUSTOMER's personnel permitted to access to the CUSTOMER Equipment within the Facility ("CUSTOMER Personnel"). CUSTOMER may amend the list of CUSTOMER Personnel as necessary, in writing (including email notification in compliance with the Notice section of this ATTACHMENT) to INTELLETRACE. CUSTOMER Personnel will be required to comply with the applicable Facility security policies and procedures, including, but not limited to, signing- in and showing photo identification. CUSTOMER acknowledges that anyone not listed by CUSTOMER as CUSTOMER Personnel will be denied access to the Facility and CUSTOMER Equipment without exception and without liability. CUSTOMER is liable for any damages due to the acts or omissions of any CUSTOMER Personnel while on the Facility premises. Unless CUSTOMER requests Remote Hands Service to perform installation of the CUSTOMER Equipment, CUSTOMER shall be responsible for installing the CUSTOMER Equipment and for marking the CUSTOMER Equipment with inventory tags that contain the CUSTOMER's name and any other pertinent information to identify CUSTOMER.

**8. LIABILITIES OF INTELLETRACE.** EXCEPT TO THE EXTENT CAUSED BY THEIR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER INTELLETRACE, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, OR THEIR SUCCESSORS, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR THIRD PARTY VENDORS (INCLUDING, BUT NOT LIMITED TO TELECOMMUNICATIONS AND FACILITY PROVIDERS) SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, OR DAMAGE SUFFERED OR COSTS AND EXPENSES INCURRED BY CUSTOMER, ANY OTHER CUSTOMER OR ACCOUNT OF CUSTOMER, OR BY ANY THIRD PARTY, OF ANY NATURE, OR FROM ANY CAUSE WHATSOEVER, WHETHER

**DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF, OR INABILITY TO USE, THE SERVICES PROVIDED BY INTELLETRACE PURSUANT TO THIS ATTACHMENT WHETHER OR NOT INTELLETRACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**9. WARRANTIES. THE SERVICES AND ANY RELATED EQUIPMENT, SOFTWARE AND OTHER MATERIALS PROVIDED BY INTELLETRACE PURSUANT TO THIS ATTACHMENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND BY INTELLETRACE, ITS AFFILIATES, SUBSIDIARIES (OR THEIR SUCCESSORS), AGENTS, OR THIRD PARTY VENDORS (INCLUDING, BUT NOT LIMITED TO, TELECOMMUNICATIONS AND FACILITY PROVIDERS), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY OF THE SERVICE AND ANY RELATED EQUIPMENT, SOFTWARE AND OTHER MATERIALS IS WITH THE CUSTOMER AND THERE IS NO GUARANTY THAT THE SERVICES WILL MEET THE CUSTOMER’S REQUIREMENTS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION.**

**10. INDEMNITY. CUSTOMER agrees to indemnify and hold INTELLETRACE, its affiliates, subsidiaries and their successors, and its third party vendors (including, but not limited to, the telecommunication and Facility providers) and their respective officers, directors, employees, agents and affiliates harmless from and against all expenses, costs, damages, direct, consequential, and/or incidental in nature (including reasonable attorneys’ fees), as well as any claims, demands, proceedings, suits and actions, and all liabilities resulting from, in connection with, or arising out of, this ATTACHMENT, unless and to the extent caused by INTELLETRACE’ gross negligence, willful misconduct or fraud.**

**11. OWNERSHIP AND RETURN OF EQUIPMENT. CUSTOMER warrants and represents that all CUSTOMER Equipment installed by CUSTOMER is the sole property of CUSTOMER. CUSTOMER assumes the responsibility for the risk of loss and liability for all damage to, or loss of, any other CUSTOMER equipment, except to the extent such damage or loss is due to the willful misconduct, gross negligence or fraud of INTELLETRACE, its agents or subcontractors. CUSTOMER shall be liable for securing all necessary rights and licenses for software, programs, code placed on CPU’s and storage devices. INTELLETRACE disclaims any and all liability for CPU’s and the contents on such CPU’s and storage devices.**

**12. PAYMENT OF FEES. Payment terms are subject to INTELLETRACE credit approval. By signing this ATTACHMENT, CUSTOMER agrees to make timely payment of the fees in the Fee Schedule, as well as any applicable late fee for the failure to make payment within thirty (30) days from the date of invoice. CUSTOMER agrees billing for the service will begin on the day the cabinet is provided, prorated for the remaining days in that initial month. Additional Services will be billed for the full monthly fee one (1) month in advance of when the Service is provided. The Service may be terminated or suspended in the event that the CUSTOMER fails to make timely payment. INTELLETRACE reserves the right, upon receipt of any required regulatory approvals, to change the fee structure with written notice to the CUSTOMER (the “INTELLETRACE Fee Notice”). If CUSTOMER terminates this ATTACHMENT within sixty (60) days of the date of the INTELLETRACE Fee Notice, CUSTOMER shall not be subject to any termination charges imposed by INTELLETRACE, including any de-installation fees.**

**13. TAXES. CUSTOMER shall pay all sales, use, excise, and other taxes which may be levied upon either party in conjunction with this ATTACHMENT, excluding taxes based on INTELLETRACE’S net income.**

**14. TERMINATION.**

14.1 Either party may terminate this ATTACHMENT due to a material breach by the other party. The non-breaching party shall give written notice to the breaching party that this ATTACHMENT shall be terminated not earlier than thirty (30) calendar days from receipt of such notice, and such notice shall state with specificity the grounds for termination. If the breach is curable, the party in breach will have the right to cure such breach prior to the date stated for termination. If the party in breach fails to so cure such breach within the specified period, this ATTACHMENT shall terminate on the date stated for termination.

14.2 If CUSTOMER terminates its use of the Services hereunder prior to the end of the Initial Term for reasons other than (i) INTELLETRACE'S default of a material obligation hereunder which is not cured within thirty (30) days after receipt of notice describing such default; or (ii) within sixty (60) days of receipt of a INTELLETRACE Fee Notice, as detailed herein, then INTELLETRACE shall be entitled to retain all Fees paid prior to such termination, and CUSTOMER shall pay to INTELLETRACE, on demand (as liquidated damages in connection with such breach, but not in the way of a penalty), all remaining Fees which would have been payable by CUSTOMER for the remainder of the Term had this ATTACHMENT not been terminated. Under no circumstances shall INTELLETRACE have a duty to mitigate damages resulting from CUSTOMER's breach of this ATTACHMENT; nor shall CUSTOMER's obligations to INTELLETRACE pursuant to this Section 14.2 be limited or lessened if INTELLETRACE releases any space/cabinets at the Facility prior to the expiration of the ATTACHMENT Term.

14.3 After the Initial Term, either party may terminate this ATTACHMENT by providing at least thirty (30) days prior written notice; provided however that notice shall not expire and the ATTACHMENT shall not terminate until the last of then-current terms of any Service expires. Further, INTELLETRACE may immediately suspend Service or terminate this ATTACHMENT if (i) CUSTOMER has not established a connection for trading or receipt of market data or has not ordered other services from INTELLETRACE or its affiliates within two (2) months after cabinet(s) have been provisioned with power; or (ii) required to do so for regulatory reasons, court order, governmental investigations, or other legal reasons or requirements. Requests to cancel/terminate specific Service must be submitted to disconnects@inteltrace.com after the CUSTOMER Equipment is removed from the cabinet. CUSTOMER will be charged for thirty (30) days from the date of submission to disconnects@inteltrace.com, provided the cabinet term has been satisfied. Upon termination of this ATTACHMENT for any reason, CUSTOMER Equipment will be returned to CUSTOMER, at its sole cost and expense, after CUSTOMER has satisfied any outstanding invoices. CUSTOMER shall be charged a time and materials de-installation fee not to exceed the installation fee set forth in the Service Order Form if all equipment is not removed from cabinet(s) within thirty (30) days of termination request. Further, all Equipment not removed from the Facility after termination of the ATTACHMENT will, at INTELLETRACE'S option, be deemed abandoned ("Abandoned Property") when consistent with applicable state and/or federal laws, and INTELLETRACE may, upon written notice, be entitled to apportion, sell, use, store, destroy, or otherwise dispose of the Abandoned Property, including, without limitation, the cost of restoring the Facility to its original condition and of removing the Abandoned Property when consistent with those applicable laws.

## **15. PROPRIETARY / CONFIDENTIAL INFORMATION.**

15.1 CUSTOMER acknowledges that the Service, systems and the part(s) thereof are trade secrets proprietary and unique to INTELLETRACE, and that copyright and patent rights of INTELLETRACE may also exist. CUSTOMER acknowledges and agrees that INTELLETRACE's third party vendors and service providers, including, but not limited to software, data, communications and other service providers, have exclusive proprietary rights in their respective information, data and systems. INTELLETRACE agrees to keep proprietary the CUSTOMER Equipment and any other information that is marked "Proprietary" and is provided to INTELLETRACE for purposes of performing the Services.

15.2 CUSTOMER acknowledges and agrees that, during the Term of this Attachment, it may obtain confidential and/or proprietary information related to INTELLETRACE and its systems, INTELLETRACE Equipment, other INTELLETRACE customers or other information whether oral or written, that is provided by INTELLETRACE, its service providers or that CUSTOMER may have access to while at the Facility (collectively "Confidential Information").

15.3 All such Confidential Information shall be deemed confidential upon disclosure to CUSTOMER. CUSTOMER shall use the Confidential Information solely in a manner consistent with the purposes of this ATTACHMENT; shall hold such Confidential Information in confidence; and shall not use, disclose, copy, or publish any such Confidential Information without the prior written approval of INTELLETRACE.

15.4 CUSTOMER may not make any copies of Confidential Information except for those copies required for use by CUSTOMER Personnel in connection with CUSTOMER's performance of

obligations or exercise of rights under this ATTACHMENT. Each copy, including its storage media, shall be marked CONFIDENTIAL, and include all notices, which appear on the original. CUSTOMER shall implement and maintain any appropriate security program including appropriate physical, electronic and procedural safeguards, to: (i) provide for the security and confidentiality of Confidential Information; (ii) protect against any threats or hazards to the security or integrity of Confidential Information; and (iii) prevent unauthorized access to or use of Confidential Information. CUSTOMER shall promptly notify INTELLETRACE of: (i) any disclosure, access to or use of its Confidential Information in breach of this ATTACHMENT; and (ii) any unauthorized intrusion into any systems or equipment containing Confidential Information of INTELLETRACE or a third party.

15.5 Notes and other documents referencing or relating to Confidential Information may be made and kept by CUSTOMER, but shall be governed by this ATTACHMENT until they are destroyed. All intellectual property rights associated with the Confidential Information, including without limitation, patent, trademark, copyright and trade secrets, and moral rights shall remain INTELLETRACE'S, or the applicable third party's property rights.

15.6 Notwithstanding the foregoing, CUSTOMER may disclose Confidential Information: (i) to the extent requested by a court or a government agency with regulatory jurisdiction over CUSTOMER; or (ii) to their respective employees, directors, and other agents solely for use consistent with the purposes of this ATTACHMENT. The duties in this section do not apply to data, information or techniques that are: (i) lawfully within CUSTOMER's possession prior to the date of this ATTACHMENT and not under a duty of non-disclosure; (ii) voluntarily disclosed to CUSTOMER by a third-party so long as CUSTOMER is not aware that the third-party is under an obligation not to reveal such data, information or techniques; (iii) developed by CUSTOMER independently of the disclosure; or (iv) generally known or revealed to the public. Except as set forth above, the obligation of non-disclosure shall survive indefinitely.

15.7 CUSTOMER acknowledges that INTELLETRACE, because of the nature of the Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this section of this ATTACHMENT in that monetary damages would be inadequate to compensate INTELLETRACE for such a breach, and that in the event of any material breach or threatened material breach by of the provisions of this section, INTELLETRACE shall be entitled, in addition to such other legal or equitable remedies which might be available, to injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained. If INTELLETRACE prevails in any action brought to enjoin a material breach or threatened breach of this provision, it shall be entitled to reasonable attorneys' fees and costs in connection with such legal proceeding.

**16. REGULATORY OBLIGATIONS. CUSTOMER AGREES THAT INTELLETRACE, WHEN REQUIRED TO DO SO IN FULFILLMENT OF STATUTORY OBLIGATIONS, MAY TEMPORARILY OR PERMANENTLY UNILATERALLY CONDITION, MODIFY OR TERMINATE THE RIGHT OF ANY OR ALL INDIVIDUALS OR ENTITIES TO RECEIVE OR USE THE SERVICE. INTELLETRACE SHALL UNDERTAKE REASONABLE EFFORTS TO NOTIFY SUBSCRIBER OF ANY SUCH CONDITION, MODIFICATION OR TERMINATION, AND CUSTOMER SHALL PROMPTLY COMPLY WITH ANY SUCH NOTICE WITHIN SUCH PERIOD OF TIME AS MAY BE DETERMINED IN GOOD FAITH BY INTELLETRACE TO BE NECESSARY, CONSISTENT WITH ITS STATUTORY OBLIGATIONS. ANY INDIVIDUAL OR ENTITY THAT RECEIVES SUCH A NOTICE SHALL HAVE AVAILABLE TO IT SUCH PROCEDURAL PROTECTION AS IS PROVIDED TO IT BY THE SECURITIES EXCHANGE ACT OF 1934 AND THE APPLICABLE RULES THEREUNDER.**

**17. NOTICE.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if and when delivered by hand or mailed, certified or registered mail returned receipt requested with postage prepaid, to the address of CUSTOMER or INTELLETRACE set forth below, or e-mailed to such other person or address as CUSTOMER or INTELLETRACE shall furnish in writing. Notwithstanding the above, CUSTOMER may provide INTELLETRACE with the notice required in the CUSTOMER Responsibility section by email:

If to INTELLETRACE:                    Attention: Contract's Manager  
Intellectrace, Inc.  
936 B Seventh St., #122  
Novato, CA 94945  
Telephone: 415 493-2200  
Fax: 415 598-2108

If to CUSTOMER:                    Name:  
Address:  
City/State/Zip:  
Telephone:

**18. RELATIONSHIP OF THE PARTIES.** The relationship established between INTELLETRACE and CUSTOMER under this ATTACHMENT is that of independent contractors, and nothing herein shall be deemed to create a merger or joint venture between INTELLETRACE and CUSTOMER. Neither party shall have the authority to bind or attempt to bind the other to any agreement or obligation without the prior written approval of the other party.

**19. GOVERNING LAW.** This ATTACHMENT shall be governed by the laws of the State of California without regard to its conflict of laws' provisions.

**20. PUBLIC ANNOUNCEMENTS.** CUSTOMER may not disclose the terms of this ATTACHMENT or use INTELLETRACE'S trade name, trademark, logo or any other identifiable indicia without the prior written consent and approval of INTELLETRACE.

**21. FORCE MAJEURE.** Neither party shall be liable under this ATTACHMENT for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequences thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, government actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

**22. NO LEASE.** This ATTACHMENT is a service agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Facility or other INTELLETRACE premises, the INTELLETRACE Equipment or any other real or personal property.

**23. HEADINGS.** The headings of the sections of this ATTACHMENT are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this ATTACHMENT.

**24. AMENDMENT.** Except as otherwise provided herein, no provision of this ATTACHMENT or any Schedules which are a part hereof; may be amended, modified or waived unless by an instrument in writing executed on behalf of each of the parties by their respective duly authorized officers. CUSTOMER warrants and represents that any orders, additions or amendments placed are valid amendments to this ATTACHMENT made by duly authorized officers of CUSTOMER.

**25. INSURANCE.** During the term of this ATTACHMENT, CUSTOMER agrees that it will maintain insurance at levels no less than those required by applicable law. INTELLETRACE may request that CUSTOMER provide proof of insurance in the form of a certificate of insurance.

**26. SECURITY REGULATIONS.** CUSTOMER and its personnel, when deemed appropriate by INTELLETRACE in its sole discretion, will be issued a visitor identification card by INTELLETRACE. Such cards will be surrendered by CUSTOMER and its personnel upon demand by INTELLETRACE and without further demand upon expiration or termination of this ATTACHMENT.

**27. ASSIGNMENT/CHANGE OF CONTROL.** Including by operation of law, EITHER PARTY must obtain the prior written consent of the OTHER PARTY prior to any change of control, name change and/or assignment or delegation of any of the PARTY'S rights, duties, or obligations hereunder to any other person, corporation or entity ("Assignment Requests"). Any attempted assignment or change of control without such prior written consent shall be void.

**28. SEVERABILITY.** If any provision of this ATTACHMENT shall be held invalid or unenforceable the remaining provisions shall remain in full force and effect.

**20. COUNTERPARTS.** This ATTACHMENT and any Schedules may be executed in one more counterparts, each of which may be deemed original, with all of the counterparts together constituting one and the same instrument. A facsimile counterpart may be delivered to the parties and each party adopts its signature on the facsimile as its original signature and agrees that the facsimile will have the same effect as if the ATTACHMENT had been signed and delivered by mail or in person. **Each party agrees that a facsimile or electronic signature shall have the same effect as a handwritten signature.**