

**APPENDIX D TO DIR-TSO-3153  
BUSINESS ENGAGEMENT AGREEMENT**

Between

**GuideVue® Inc.**

And

**<CUSTOMER NAME>**

Prepared

**<DATE>**

Business Engagement ID: **GVI\_XXXX**

To execute this Business Engagement, both parties must sign, as indicated in the Authorization and Acceptance Section of this document. <CUSTOMER NAME> must also sign the GuideVue® User License Agreement in Attachment A. This Business Engagement may be withdrawn by GuideVue® if not executed by <CUSTOMER NAME> within 30 days of Date

*To the extent allowable under the Texas Public Information Act and subject to any legal requirements, this information shall not be disclosed outside of <Customer Name> and shall not be duplicated, used or disclosed in whole or in part for any reason other than to evaluate this BUSINESS ENGAGEMENT from GuideVue®.*

## Business Engagement Details

1. **Executive Summary**
2. **Desired Outcome**
3. **Potential Use Cases**
4. **Project Scope**
5. **Target Users for Player and Author Applications**
6. **Required Resources**
7. **Engagement Milestones & Timeline**

The engagement will be driven by the following activities:

Activity	Purpose	Duration	Proposed Dates	Participants

## 8. Training

## 9. Fee Schedule for User Licenses and Business Services

In accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3153, the Total Annual License Fees of this Business Engagement is \$XXXXXXXX as detailed below:

Type of License	Number of Licenses	Annual Fee Per License	Total Annual Fee
Player			
Author			
Publisher			
Reporter			
<b>Total</b>		N/A	

Type of Service	Number of Hours	Fee per Hour	Total Service Fee
Email Support (1)			
Phone Support (2)			
Application Use Training			
Report Generation			
Application Development			
Systems Integration			
Application Customization			
<b>Total</b>			

- (1) email support: M-F 9 am – 5 pm CT, with a 4 hour response time
- (2) Phone support: M-F 9 am – 5 pm CT with 1 hour or less call back response time

## 10. Additional Terms, Authorization and Acceptance

DIR contract NO. DIR-TSO-3153 and this **BUSINESS ENGAGEMENT** and its attachments, the terms of which are incorporated herein by reference, are the complete and exclusive agreements between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. Should a conflict arise between this agreement and DIR Contract No. DIR-TSO-3153, the DIR contract shall prevail. Each party hereto warrants and represents that a duly authorized representative of such party has executed this **BUSINESS ENGAGEMENT including the attached ADDITIONAL TERMS.**

In accordance with DIR contract No. DIR-TSO-3153, the signatures below indicate acceptance by GUIDEVUE® and <Customer Name> of the services proposed by this **BUSINESS ENGAGEMENT and the attached ADDITIONAL TERMS.**

Please sign two copies of this document and return them to:

GuideVue®  
7000 Fannin Street, Room 1950A  
Houston, Texas 77030  
Attn:  
Steve Kuntz

or Email to:  
Steve Kuntz  
EVP, Business Development  
[steve.kuntz@guidevue.com](mailto:steve.kuntz@guidevue.com)

### ACKNOWLEDGED & ACCEPTED BY:

#### CUSTOMER NAME

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### GuideVue®

Name: Steve Kuntz \_\_\_\_\_

Signature: \_\_\_\_\_

Title: EVP, Business Development

Date: \_\_\_\_\_

Customer Site Location	Customer Billing Address
Contact Name	Contact Name
Customer Telephone	Customer Telephone
Contact Email	Contact Email
Contact Address	Contact Address

**ADDITIONAL TERMS TO BUSINESS ENGAGEMENT**

GUIDEVUE® Inc. agrees to render to <**Customer Name**> GuideVue® User Licenses as described in Attachment A – GuideVue User License Agreement.

**1. SERVICE FEES AND EXPENSES.** In accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3153, the fees payable to GUIDEVUE® for the Services to be rendered will be detailed in the BUSINESS ENGAGEMENT.

- 1.1. Expenses. With prior Customer approval, Customer shall reimburse GuideVue® for travel, lodging, communications, and out of pocket expenses incurred by GuideVue® in connection with providing Services in accordance and as allowable under the State of Texas Travel Management Program Guide.
- 1.2. Payment Terms. Unless otherwise specified in the BUSINESS ENGAGEMENT, GuideVue® shall submit to Customer, on a monthly basis, an invoice for all Services performed and expenses incurred during the prior month. All amounts payable shall be paid in accordance with Appendix A, Section 8 J of DIR Contract No. DIR-TSO-3153.
- 1.3. Taxes. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3153.

**2. TERM AND TERMINATION.**

- 2.1. Term. This Agreement shall commence on the Effective Date and continue in effect for the period set forth in this BUSINESS ENGAGEMENT.
- 2.2. Termination. Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3153.

**3. PROPRIETARY RIGHTS AND CONFIDENTIALITY.**

**3.1 Mutual Confidentiality.** To the extent allowable under the Texas Public Information Act and subject to any legal requirements, each party agrees that at all times during the term of this Agreement, and thereafter, each party will hold in confidence, and will not, other than for purposes of this Agreement, use or disclose to any third party any Confidential Information of the other party. The term “Confidential Information” shall mean all non-public information that each party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential, and in the case of GUIDEVUE® the Deliverables. “Confidential Information” includes, without limitation, the terms of this Agreement, intellectual property, marketing or promotion of any product or

service of either party, business policies or practices of either party, customers or suppliers of either party, or information received from others that either party is obligated to treat as confidential. "Confidential Information" does not include information that was (a) previously known without restriction, (b) received from a third party without restriction, (c) independently developed without use of the Confidential Information, or (d) information that becomes publicly available through no fault of the receiving party.

**3.2 Ownership.** <Customer Name> owns all rights, title and interest in the content created by <Customer Name> including all intellectual property rights embodied therein. GUIDEVUE® retains all right, title and interest in the GuideVue® software applications, including all intellectual property rights embodied therein.

**4. LIMITED WARRANTY.** GUIDEVUE® warrants that it will perform the Services with commercially reasonable efforts in accordance with the BUSINESS ENGAGEMENT. Customer must notify GUIDEVUE® of any breach of this warranty no later than 90 days after completion of the Services under the BUSINESS ENGAGEMENT. Customer's exclusive remedy and GUIDEVUE®'s entire liability under this warranty shall be for GUIDEVUE® to re-perform any non-conforming portion of the Services within a reasonable period of time, or if GUIDEVUE® cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services under the BUSINESS ENGAGEMENT. This warranty will not apply to the extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by GUIDEVUE® in writing. **THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**5. LIMITATION ON LIABILITY.** [Limitation of liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3153.](#)

**6. MISCELLANEOUS TERMS.** All of the services performed by GUIDEVUE® will be performed as an independent contractor. No failure by either party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of a right. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles in effect for the State. In no way shall this be construed to waive the sovereign immunity of the State of Texas. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3153.

## ATTACHMENT A

### GUIDEVUE END USER LICENSE AGREEMENT

This guideVue End User License Agreement ("*Agreement*") is a legal agreement between DIR Customer ("*Customer*", "*you*") and guideVue, Inc. (the "*Company*," "*we*," "*us*" or "*our*") regarding the Company's guideVue Author software application, guideVue Player apps, guideVue REPORTER, guideVue PUBLISHER, and guideVue Administration Tools (the "*Licensed Application*"). Any content created, and/or executed, and/or deployed by the use of the Licensed Application shall be referred to as a "*guideVue*." Use of the guidevue website, [www.guideVue.com](http://www.guideVue.com), is subject to further terms of use provided at [www.guideVue.com](http://www.guideVue.com), [and as Attachment B of this Agreement](#). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer agrees with us as follows:

1. **Terms of Use.** This Agreement incorporates by reference our Terms of Use (the “*Terms of Use*”) provided as Attachment B and any other terms of use applicable to the download of the Licensed Application (the “*Other Terms of Service*”).
2. **Grant of License.** Subject to the terms and conditions of DIR Contract No. DIR-TSO-3153, this license granted to you for the Licensed Application by the Company is limited to a terminable, non-sub licensable (except under circumstances as approved by Company), non-transferable, non-exclusive license to install and use and/or deploy the Licensed Application to create guideVue’s on any device that Customer owns or controls for the time period specified in Section 16 below. Customer is authorized to use the Licensed Application for all functionality it provides for the time period specified in Section 16 below. All right, title, and interest in and to any guideVue’s created by the use of the Licensed Application belongs exclusively to the Customer. Customer may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. Customer may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). The terms of the license will govern any upgrades provided by the Company that replace and/or supplement the original Licensed Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.
3. **Consent to Use of Data.** Subject to any legal requirements, including the confidentiality obligations set forth herein, Customer agrees that the Company may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Licensed Application. The Company may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.
4. **Termination.** This license is effective until terminated by Customer or the Company, but all provisions of this Agreement except Section 2 (Grant of License) will survive termination and continue in effect. Unless Customer terminates for cause and requires temporary use of the Software for transition or winding down, Customer’s rights under this license will terminate upon 30 days written notice from the Company if Customer fails to comply with any term(s) of this license. Upon termination of the license, Customer shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.
5. **Modification.** Because of changes in technology and the growth and development of our business, or for other business reasons, we may need to modify this Agreement from time to time. If we modify the Agreement, we will post a notice on the guideVue website, and we will alert you by email if you have given us your email address. It is therefore important that you register with the guideVue website and notify us if you change your email address. If you do not provide us with a current email address, you should regularly review the guideVue website to ensure that you are informed of any changes.
6. **Services; Third Party Materials.** Use of the Licensed Application will enable access to the Company’s and third party services and web sites (collectively and individually, “*Services*”). Use of the Services may require internet access and you accept additional terms of service in connection therewith. You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit

language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that the Company shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("*Third Party Materials*") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. The Company does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

You acknowledge that any Services may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and you agree that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the Company is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

The Company makes no representation that the Services and Third Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. The Company reserves the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will the Company be liable for the removal of or disabling of access to any such Services. The Company may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

**7. DISCLAIMER OF WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. GUIDEVUE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN

BY GUIDEVUE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. **LIMITATION OF LIABILITY.** . Limitation of liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3153.

9. **Export Controls.** You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

10. **Governmental Users.** The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

11. **Choice of Law; Venue.** The laws of the State of Texas govern this license and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws. The Convention for the International Sale of Goods shall not apply. Disputes shall be handled in accordance with Appendix A, Section 11A of DIR Contract No. DIR-TSO-3153. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract, its Appendices or this Agreement shall be construed to waive the State's sovereign immunity.

12. **Entire Agreement.** DIR Contract No. DIR-TSO-3153 and this Agreement constitute the entire agreement between you and us regarding the use of the License Application and supersedes any prior or contemporaneous understandings and agreements between you and us related to its subject matter.

13. **Section Titles.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.

14. **Non-Waiver.** Any party's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

15. **Assignment.** Assignment shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3153.

16. **Upgrades and bug fixes.** During this term you will be entitled to new releases including bug-fixes and documentation of the Licensed Application free of charge.

**GuideVue Licenses Granted:**

- # of Player Applications and timeframe
- # of Author Applications and timeframe
- # of Publisher Applications and timeframe
- # of Reporter Applications and time frame
- # of Administrative Tools Applications and timeframe

&lt;Date&gt;

&lt;Customer Name&gt;

&lt;Customer Address&gt;

## **ATTACHMENT B**

### **GUIDEVUE Terms of Use**

2013-2014 guideVue Inc, [www.guideVue.com](http://www.guideVue.com)

The following terms and conditions govern all use of the guideVue.com website and all content, services and products available at or through the website (collectively, the "Website").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by guideVue, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

- 1. Responsibility of Members:** If you create a guideVue or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that: the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; if your employer has rights to intellectual property you create, you have either (a) received permission from your employer to post or make available the Content, including but not limited to any software, or (b) secured from your employer a waiver as to all rights in or to the Content; you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms; the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); the Content is not offensive or pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; Without limiting any of those representations or warranties, guideVue has the right (though not the obligation) to, in guideVue's sole discretion (a) refuse or remove any Content that, in guideVue's reasonable opinion, violates any guideVue policy or is in any way harmful or objectionable, or (b) terminate or deny access to and use of the Website to any individual or entity for any reason, in guideVue's sole discretion. guideVue will have no obligation to provide a refund of any amounts previously paid.
- 2. Responsibility of Website Visitors and Users of Content:** guideVue has not reviewed, and cannot review, all of the Content created by guideVues or posted to the Website, and cannot therefore be responsible for that Content, use or effects. By operating the Website, guideVue does not represent or imply that it endorses any Content, or that it believes such Content to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive

content. Content may include material that is offensive, indecent, or otherwise objectionable, as well as material containing technical inaccuracies, typographical mistakes, and other errors. Content may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. guideVue disclaims any responsibility for any harm resulting from the use of Content, or from any downloading by those visitors of Content.

3. **Content Posted on Other Websites:** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which guideVue.com or Content links, and that link to guideVue.com. guideVue does not have any control over those non-guideVue websites and webpages, and is not responsible for their contents or their use. By linking to a non-guideVue website or webpage, guideVue does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. guideVue disclaims any responsibility for any harm resulting from your use of non-guideVue websites and webpages.
4. **Intellectual Property:** This Agreement does not transfer from guideVue to you any guideVue or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with guideVue. guideVue, guideVue.com, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of guideVue or guideVue's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any guideVue or third-party trademarks.
5. **Changes:** guideVue reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. guideVue may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
6. **Termination:** Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3153. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
7. **Disclaimer of Warranties:** The Website is provided "*as is.*" guideVue and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither guideVue nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
8. **Limitation of Liability:** Limitation of liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3153.

9. **General Representation and Warranty:** You represent and warrant that (a) your use of the Website will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside), and (b) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.
10. **Indemnification:** Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3153.
11. **Miscellaneous:** DIR Contract No. DIR-TSO-3153, and this Agreement constitute the entire agreement between guideVue and you concerning the subject matter hereof. Modifications shall be handled in accordance with Appendix A, Section 4B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles in effect for the State. In no way shall this be construed to waive the sovereign immunity of the State of Texas. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.