



For the avoidance of doubt, all references to the manufacturer in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Cisco WebEx.”

TERMS AND CONDITIONS FOR CISCO WEBEX PRODUCTS AND/OR SERVICES

WARRANTY. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED “AS IS” AND WEBEX, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEX, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES, REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER’S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. Without limiting the foregoing, the Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, WebEx, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WEBEX OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WEBEX, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WEBEX’S, ITS AFFILIATES’, SUPPLIERS’ AND RESELLERS’ MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE PREVIOUS 12 MONTHS

INSPECTION/ACCEPTANCE. The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("CISCO WEBEX") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights- (1) Within the warranty period; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

WEBEX STANDARD TERM OF SERVICES

1. SERVICES. WebEx will provide the Services in accordance with this Agreement. WebEx may at its sole discretion modify the features of the Services from time to time without prior notice.

2. RESPONSIBILITY FOR CONTENT OF YOUR COMMUNICATIONS. You agree that You are solely responsible for the content of all visual, written or audible communications sent by You or in WebEx meetings hosted by You. You agree that You will not use the Services to send unsolicited commercial e-mail outside Your company or organization in violation of applicable law. You further agree not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although WebEx is not responsible for any such communications, WebEx may delete any such communications of which WebEx becomes aware, at any time without notice to You.

3. NO COMMERCIAL USE. Other than using the Services for conferences or meetings in which You are an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between You and WebEx, the Services may be used for internal business purposes only. You may not resell, distribute, make any commercial use of, use on a timeshare or service bureau basis, or use to operate a Web-site or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services. You shall not use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the websites, Services, or any network or networks connected to the Services or security systems.

4. TERMINATION. Upon any termination of this Agreement, You must cease any further use of the Services and destroy any copies of associated software within Your possession and control.

5. EXPORT RESTRICTIONS. You acknowledge that the Services, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation

6. RESERVED.

7. MISCELLANEOUS

7.1 Use of AOL Screen Names or Network. Your use of a user identification or screen name issued by America Online or its affiliates (collectively, "AOL") or Your use of the AOL network is governed by the AOL Network Registered User Terms of Service located at http://about.aol.com/aolnetwork/terms_use.

7.2 Waiver and Severability. Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

7.3 Reserved.