

Gov2Biz (G2B) Enterprise Software by Sistema Technologies, Inc.

Standard Terms & Conditions

VERSION: 1.0

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Sistema Technologies.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Sistema Technologies, these Enterprise Services General Terms and Conditions (“General Terms and Conditions”), the then current Product-Specific Attachment for each ordered Service (“PSA”), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions (“Amendment(s)”), and each Sales Order accepted by Sistema Technologies under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Sistema Technologies: The operating company that provides the Services under the Enterprise Services Master Service Agreement. References to Sistema Technologies in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Sistema Technologies Website or Website: The Sistema Technologies website where the General Terms and Conditions, PSAs and other Sistema Technologies security and privacy policies applicable to the Gov2Biz Agreement will be posted. The current URL for the Website is www.sistematechnologies.com. Sistema Technologies may update the Website documents and/or URL from time to time.

Confidential Information: All information regarding either Party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential.” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, application upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties’ communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Gov2Biz Services.

Demarcation Point: The point of interconnection between the Gov2Biz application and Customer's provided equipment located at a Service Location or a Customer's private cloud environment. In some cases the Demarcation Point shall be the User to Application Interface (UNI) on Sistema Technologies private cloud environment.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Gov2Biz Software: Gov2Biz computer software or code provided by Sistema Technologies or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Sistema Technologies equipment, facilities, private cloud associated with electronics and other equipment and other providers or hosting companies Sistema may engage to provide the Services.

Party: A reference to Sistema Technologies or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Sales Order: A request for Sistema Technologies to provide the Services to a Service Location(s) (e.g. Data Center) or SaaS Cloud Environment submitted by Customer to Sistema Technologies (a) on a then-current Sistema Technologies form designated for that purpose or (b) if available, through a Sistema Technologies electronic order processing system designated for that purpose.

Gov2Biz Service(s): A service provided by Sistema Technologies pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only.

Service Commencement Date: The date(s) on which Sistema Technologies first makes Gov2Biz Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Sistema Technologies provides the Gov2Biz Services, to the extent the Customer owns, leases, or otherwise controls (i.e. private cloud instance) such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Sistema Technologies tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Sistema Technologies if, prior to the end of the applicable Service Term (a) Sistema Technologies terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

Sistema Technologies may change or modify the Agreement, and any related policies from time to time (“Revisions”) by posting such Revisions to the Sistema Technologies Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Sistema Technologies with written notice that the Revisions adversely affect Customer’s use of the Service(s). If after notice Sistema Technologies is able to verify such adverse affect but is unable to reasonably mitigate the Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Sistema Technologies beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy.

ARTICLE 2. DELIVERY OF GOV2BIZ SERVICE

2.1 Orders. Customer shall submit to Sistema Technologies a properly completed Sales Order to initiate the Gov2Biz Service to a Service Location(s) e.g. Data Center or Private Cloud. A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Sistema Technologies either electronically or in writing, (ii) Sistema Technologies begins providing the Gov2Biz Service described in the Sales Order or (iii) Sistema Technologies begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Sistema Technologies may require access (“Access”), within the physical Service Location (e.g. Data Center). Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, testing and maintenance of the Sistema Technologies Gov2Biz Service within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within the Service Location. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Sistema Technologies may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Sistema Technologies has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer’s final invoice for that particular Service Location. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Sistema Technologies may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Sistema Technologies to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Sistema Technologies as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Sistema Technologies Code Base. At any time Sistema Technologies may remove or change Sistema Technologies software code in its sole discretion in connection with providing the Services. Customer shall not rewrite, edit, delete or enhance any Sistema Technologies software code or permit others to do so, and shall not use the Sistema Technologies software code for any purpose other than that authorized by the Agreement. Sistema Technologies shall maintain Sistema Technologies code in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Sistema Technologies' expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Sistema Technologies software code. Customer is responsible for damage to, or loss of, Sistema Technologies software code caused by its acts or omissions, and its noncompliance with this Article, or by theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Sistema Technologies.

2.5 Ownership, Impairment and Removal of Gov2Biz Code, The Gov2Biz software code is and shall remain the property of Sistema Technologies regardless of whether installed within or upon the Service Location(s) (e.g Data Center) or cloud environment. Customer agrees that it shall take no action that directly or indirectly impairs Sistema Technologies' title to the Gov2Biz software code, or any portion thereof, or exposes Sistema Technologies to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Sistema Technologies from using the Gov2Biz software code for services provided to other Sistema Technologies customers. For a period of twelve (12) months following Sistema Technologies' discontinuance of Service to the Service Location(s), Sistema Technologies retains the right to remove the Gov2Biz software code including, but not limited to, that portion of the Gov2Biz software code that is located in the Service Location.

2.6 Customer-Provided Equipment ("CE"). Sistema Technologies shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Sistema Technologies nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Sistema Technologies. CE shall at all times be compatible with the Gov2Biz software code as determined by Sistema Technologies in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Sistema Technologies' employees or agents to a Service Location

when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Sistema Technologies.

2.7 Integration Review. Each Sales Order submitted by Customer may be subject to an integration review. The integration review will determine whether and to what extent the Gov2Biz software code must be extended, built or upgraded ("Custom Integration") in order to provide the ordered Services at the requested Service Location(s) or cloud environment (e.g. integrations beyond DPS/FBI and Texas.gov). Sistema Technologies will provide Customer written notification in the event Service integration at Service Location will require an additional non-recurring integration fee ("Custom Integration Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Integration Fee and terminate, without further liability, the Sales Order with respect to the Service Location.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Sistema Technologies completes installation and testing of Gov2Biz software code at Service Location (physical or cloud).

2.9 Gov2Biz Software Access. Sistema Technologies may furnish Customer with multiple user identifications and/or passwords to access the Gov2Biz software. Customer must purchase a minimum number of software licenses that will be agreed upon by both parties. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Sistema Technologies if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Gov2Biz software. Gov2Biz software licenses are not to be shared by multiple employees. Customer shall be solely responsible for all use of the Gov2Biz Software and private cloud environment, and Sistema Technologies shall be entitled to rely on all Customer uses of and submissions to the Gov2Biz software as authorized by Customer. Sistema Technologies shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Gov2Biz software or any information on the private cloud environment hosting the Gov2Biz software. Sistema Technologies may change or discontinue the Gov2Biz software, or Customer's right to use the Gov2Biz software, at any time.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Customer agrees to pay all charges associated with the Gov2Biz Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Sistema Technologies. These charges may include, but are not limited to standard and custom non-recurring customization and integration charges, monthly recurring license fees, charges for on-going maintenance fees and applicable federal, state, and local taxes, fees.

3.2 Payment of Bills. Except as otherwise indicated herein or in a PSA, Sistema Technologies will invoice Customer on a monthly basis for all monthly recurring Gov2Biz license charges and fees arising under the Agreement. Payment is due upon presentation of an invoice. Payment will be considered timely made to Sistema Technologies if received within thirty (30) days after the invoice date. Any charges not paid to Sistema Technologies within

such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Sistema Technologies. No acceptance of partial payment(s) by Sistema Technologies shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Sistema Technologies with credit information requested by Sistema Technologies. Customer authorizes Sistema Technologies to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Sistema Technologies will be true and correct. Sistema Technologies, in its sole discretion, may deny the Services based upon an unsatisfactory credit history.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Sistema Technologies reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Gov2Biz Services. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Sistema Technologies' costs of providing Services, Customer shall pay Sistema Technologies' additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Sistema Technologies for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Sistema Technologies will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Sistema Technologies may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Sistema Technologies Equipment which Customer fails to return in accordance with the Agreement. If Sistema Technologies is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Sistema Technologies Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to

and not in limitation of any other rights and remedies available to Sistema Technologies under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Gov2Biz Service, even if incurred as the result of fraudulent or unauthorized use of the Service. Sistema Technologies may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Sistema Technologies reserves the right to restrict, suspend or discontinue providing Gov2Biz Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Sistema Technologies during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Sistema Technologies may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Sistema Technologies may, modify the charges for Gov2Biz Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Sistema Technologies and subject to payment to Sistema Technologies of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of all applicable Sistema Technologies Equipment/Source Code. Sistema Technologies may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Sistema Technologies may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Sistema Technologies will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Sistema Technologies has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Sistema Technologies terminate access to the applicable Gov2Biz Service;
- B.** Sistema Technologies may delete all applicable data, files, electronic messages, or other information stored on Sistema Technologies' servers or systems;
- C.** If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Sistema Technologies has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Sistema Technologies may assess and collect from Customer applicable Termination Charges (if any);
- D.** Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Sistema Technologies.

5.4 Resumption of Service. If a Service has been discontinued by Sistema Technologies for cause and Customer requests that the Service be restored, Sistema Technologies shall have the sole and absolute discretion to restore such Service. At Sistema Technologies' option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Gov2Biz Services on economic terms of the Agreement, Sistema Technologies may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Sistema Technologies may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF SISTEMA TECHNOLOGIES FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO SISTEMA TECHNOLOGIES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA, DATA BREACH, LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY GOV2BIZ SOFTWARE CODE PROVIDED BY SISTEMA TECHNOLOGIES OR FOR TERMINATION CHARGES.

C. CUSTOMER MAY BE REQUIRED TO HOST THE GOV2BIZSOFTWARE CODE IN A PRIVATE CLOUD ENVIRONMENT. SISTEMA TECHNOLOGIES WILL INSTALL AND MAINTAIN THE SOFTWARE CODE. SISTEMA TECHNOLOGIES WILL HAVE ACCESS TO THE SOFTWARE BUT NOT CLIENT DATA. SISTEMA

TECHNOLOGIES WILL NOT BE HELD LIABLE BY THE CUSTOMER FOR ANY DATA BREACH, DATA THEFT OR DATA ACCESS BY UNAUTHORIZED OR AUTHORIZED USERS.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, SISTEMA TECHNOLOGIES EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Sistema Technologies does not warrant that the Services or Licensed Gov2Biz Software will be uninterrupted, error-free, or free of latency or delay, or that the Sistema Technologies Gov2Biz Software will meet customer's requirements, or that the Sistema Technologies Licensed Gov2Biz Software will prevent unauthorized access by third parties.

C. In no event shall Sistema Technologies, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Gov2Biz Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Sistema Technologies is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Sistema Technologies' Indemnification Obligations. Sistema Technologies shall indemnify defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to Sistema Technologies Licensed Gov2Biz Software.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Sistema Technologies from any and all Claims arising on account of or in connection with Customer's use or sharing of the Gov2Biz Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Gov2Biz Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Gov2Biz Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Sistema Technologies only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Gov2Biz Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Sistema Technologies, including, without limitation, end-user license agreements for the Gov2Biz Licensed Software. Sistema Technologies shall retain ownership of the Gov2Biz Licensed Software, and no rights are granted to Customer other than a license to use the Gov2Biz Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Gov2Biz Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Sistema Technologies; (ii) reverse engineer, decompile, or disassemble the Gov2Biz Licensed Software; (iii) sell, lease, license, or sublicense the Gov2Biz Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Gov2Biz Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Gov2Biz Licensed Software resident in the Sistema Technologies Equipment or CE. If Sistema Technologies has agreed to provide updates and changes, such

updates and changes may be performed remotely or on-site by Sistema Technologies, at Sistema Technologies' sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Sistema Technologies. If Customer fails to agree to such updates, Sistema Technologies will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Sistema Technologies, Customer also agrees to sign written assurances and other export-related documents as may be required for Sistema Technologies to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Gov2Biz Licensed Services are owned by Sistema Technologies, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Gov2Biz Services, in whole or in part, without express prior written consent from Sistema Technologies or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's

Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Sistema Technologies and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Sistema Technologies may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Sistema Technologies website materials. Customer understands and agrees that such information shall be subject to Sistema Technologies' access policies and procedures located on Sistema Technologies' Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Sistema Technologies assumes no obligation to pre-screen or monitor Customer's use of the Gov2Biz Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Sistema Technologies and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Sistema Technologies, and that Sistema Technologies may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. Sistema Technologies shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Sistema Technologies and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.).

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. Use of Service; Use and Privacy POLICIES

10.1 Prohibited Uses and Sistema Technologies Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Sistema Technologies service by others or the operation of the Network. Customer is

responsible for assuring that any and all of its users comply with the provisions of the Agreement. Sistema Technologies reserves the right to act immediately and without notice to terminate or suspend the Gov2Biz Services and/or to remove from the Gov2Biz Services any information transmitted by or to Customer or users, if Sistema Technologies determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Sistema Technologies reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Sistema Technologies' acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Sistema Technologies may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Sistema Technologies' action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Sistema Technologies' commercial privacy policy applies to Sistema Technologies' handling of Customer confidential information.

10.3 Privacy Note Regarding Information Provided to Third Parties. Sistema Technologies is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Gov2Biz Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Sistema Technologies shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Sistema Technologies, and then to notify Customer of the action that Sistema Technologies has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Sistema Technologies, Sistema Technologies affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be

excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Sistema Technologies, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Sistema Technologies' use of third-party consultants and contractors to perform Gov2Biz Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Sistema Technologies, to: Vice President/Gov2Biz Enterprise Sales, 7550 IH 10 West, Suite 940, San Antonio, TX 78229. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Gov2Biz Services or the Parties' rights or obligations relating to Gov2Biz Services. Any prior representations, promises, inducements, or statements of intent regarding the Gov2Biz Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Gov2Biz Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Sistema Technologies may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Sistema Technologies shall take such steps as are required by law to make the rates and other terms enforceable. If Sistema Technologies voluntarily or involuntarily cancels or withdraws a Tariff under which a Gov2Biz Service is provided to Customer, the Gov2Biz Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Sistema Technologies is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

Agreed Upon Date: _____

Agreed Upon By:

_____ Client

Officer of Sistema Technologies, Inc.