

NEXTEP SYSTEMS TERMS AND CONDITIONS

These Nextep Systems Terms and Conditions (“**Agreement**”) are entered into effective as of this ____ day of _____, 20__ (the “**Effective Date**”) by and between Nextep Systems Inc., a Michigan corporation with offices located at 3310 West Big Beaver Road, Suite 200, Troy, MI 48084 (“**Nextep**”) and [Customer], a [Redacted] Corporation, with its principal place of business located at [Customer Address] (“**Customer**”).

In consideration of the mutual obligations described in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. GENERAL.

1.1. Terms. This Agreement governs the acquisition and use of the Nextep Products and Services specified in, and are incorporated into and made a part of, each Statement of Work between Nextep or one of its subsidiaries or affiliates and Customer, which references this Agreement. By accepting this Agreement, either by (i) clicking a box indicating your acceptance; (ii) executing this Agreement and/or a Statement of Work that references and incorporates this Agreement or (iii) accessing or using the Products and Services, you agree to the terms and conditions contained herein and acknowledge that this Agreement supersedes any prior or contemporaneous terms and conditions, including any purchase order you may provide, and any such additional or different terms or conditions shall have no force or effect.

1.2. Applicability. This Agreement applies to (i) your purchase, lease, or subscription of Hardware; (ii) your Use (as defined in Section 4.1) of the Software; and (iii) your purchase or lease of installation, implementation, training, and other services related to the initiation of the Products (the “**Implementation Services**”) and maintenance and support services related to the Products (“**Support Services**”), in each case as applicable as specified in the Statement of Work.

2. DEFINITIONS. As used in this Agreement and in all Statements of Work and any other documents prepared by Nextep in connection with this Agreement, and in addition to any other terms defined herein, the following defined terms will have the following meanings:

2.1. “Affiliates” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.2. “Changes” means updates, upgrades, additions, and modifications to the Products, including translations into foreign languages and any other new or additional works based in whole or in part on the Products.

2.3. “Confidential Information” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Nextep includes the Products and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Statements of Work (including pricing), as well as business and marketing plans, technology and technical information,

product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that the Receiving Party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

2.4. “Content” means any content created by or for the Customer by parties other than Nextep or its agents for display on any type of display device using the Software.

2.5. “Custom Features” means features added to the Software by Nextep at Customer’s request.

2.6. “Customer Data” means any data, content or other materials of any type and information submitted by or for Customer to the Products or collected and processed by or for Customer using the Products, including but not limited to data concerning or relating to Customer’s customers. The definition of “Customer Data” does not include Content. For avoidance of doubt, Customer Data includes information that is generated by the Products that is based upon or derivative of data or information submitted by Customer to the Products, excluding Content.

2.7. “Documentation” means any manuals, specifications, instructions, or other materials in any medium, related to the Software and delivered to Customer under this Agreement.

2.8. “Hardware” means the computer related hardware, monitors, kiosks and other non-software items described on the Statement of Work.

2.9. “Implementation Services” has that meaning set forth in Section 1.2.

2.10. “Products” means the Hardware, Software and Documentation.

2.11. “Services” means the Implementation Services, Support Services, and other work performed by Nextep and its agents all as described in one or more Statement(s) of Work entered into by the parties pursuant to this Agreement.

2.12. “Software” means the object code copies of the computer software programs described on the Statement of Work and each copy, translation, update, modification, enhancement, or other derivative work of all or any part of the programs, in any medium, delivered to or made available to Customer under this Agreement or any related agreement, and includes Custom Features and Work Product.

2.13. “Statement of Work” means the document(s) by which Customer orders the Services and Products, and

which set forth the scope of work and service fees agreed to by the parties including the initial Statement of Work signed by Customer and any additional Statements of Work signed by the parties from time to time.

2.14. "Subscription Term" has that meaning set forth in Section 12.2.

2.15. "Support Services" has that meaning set forth in Section 1.2.

2.16. "Work Product" means the results and proceeds of the Services.

3. SERVICES.

3.1. Description of Services. Subject to the terms and conditions of this Agreement, Nextep agrees to provide the Services set forth in the applicable Statement of Work to Customer. Nextep will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Nextep's obligations under this Agreement, except as otherwise specified herein.

3.2. Protection of Customer Data. Nextep will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in accordance with industry standards applicable to Nextep. Customer acknowledges and agrees that use of the Products necessarily involves transmission of Customer Data over networks that are not owned, operated or controlled by Nextep, and Nextep is not responsible for any of the Customer Data lost, altered, intercepted or stored across such networks. Nextep cannot guarantee that Nextep's security procedures will be error-free, that transmissions of Customer Data will always be secure or that unauthorized third parties will never be able to defeat Nextep's security measures or those of Nextep's third party service providers.

3.3. Software Installation and Support. Unless otherwise agreed in writing, Customer is responsible for the installation of the Hardware and implementation of the Software and shall comply with Nextep's installation and implementation instructions.

3.4. Changes to the Software. Nextep may make new applications, features or functionality, for the Software available from time to time and revise Documentation, if any, that corresponds to such Software, including but not limited to, updates, bug fixes, enhancements, new version releases, and other improvements of the Software on an "as released" basis ("Software Changes"), with or without notice, the use of which may be contingent upon Customer's agreement to additional terms and conditions applicable to such Software. To the extent that such Software Changes are required in order to (i) address a vulnerability in the Software identified by Nextep or (ii) remain compliant with applicable law, rule, or regulation, Customer shall be required to timely accept such Software Changes in accordance with the time frames provided by Nextep in its sole discretion. To the extent that such Software Changes are not required in accordance with the immediately-preceding sentence, Customer shall be entitled to determine when, and if, it chooses to accept such Software Changes; provided, however, Customer's failure to timely accept the Software Changes may result in inoperability of the Software, and Nextep shall have no liability to Customer for any loss or damage resulting from Customer's failure to timely accept such Software Changes. In addition, if Customer requests that Nextep perform custom Software

development (e.g. modifications to menu flow), such custom Software development will be at an additional charge to Customer unless the parties agree otherwise. Customer acknowledges and agrees that the purchase, lease, receipt, and Use of the Products and Services are not contingent on the delivery or availability of any future functionality or features, including any comments made by Nextep regarding future functionality or features.

3.5. Discontinuation of the Software. Nextep may discontinue Software or portions thereof at any time. If Nextep plans to discontinue a Software, Nextep will notify Customer in advance. Nextep will use commercially reasonable efforts to continue to provide the Software to be discontinued for a period of at least six (6) months after that notification, unless (as Nextep determines in its reasonable good faith judgment): (a) otherwise required by law, rule, or regulation (including if there is a change in applicable law, rule, or regulation), (b) doing so could create a security risk or a substantial economic or technical burden to Nextep or its Affiliates, or (c) the Software to be discontinued are provided pursuant to an agreement between Nextep and a third party, in which event the provision of such Services to Customer shall terminate immediately upon the termination of such agreement.

3.6. Software Customization and Development. In the event Customer has requested development or customization of the Products, including but not limited to Custom Features, Nextep agrees to use commercially reasonable efforts to provide such development or customization Services pursuant to a Statement of Work. Such Services shall be provided under a Statement of Work, at Nextep's then-current time and material rates and Customer may be charged annual maintenance to support the Custom Features.

3.7. Cooperation. Customer warrants that Customer shall have all rights and licenses of third parties necessary or appropriate for Nextep to access, use or display any third party products and Content provided to Nextep and agrees to produce evidence of such rights and licenses upon the reasonable request of Nextep. Customer agrees to undertake and timely deliver all of Customer's Responsibilities as set forth in the Statement(s) of Work.

3.8. Changes. If the relevant requirement(s), project plan(s), schedule, scope, specification(s), design(s), software, hardware product(s), or related system environment(s) or architecture that are either set forth in the Statement of Work or otherwise necessary to perform the Services are proposed to be changed by Customer, its project manager or any other person, Nextep shall not be responsible for the change or the completion of Services affected by the change unless Customer and Nextep specifically consent to the change, scheduling, and additional fees, if any, in writing.

4. SOFTWARE LICENSE AND SUBSCRIPTION.

4.1. Grant. Subject to all terms and conditions of this Agreement, including Customer's compliance with this Agreement and payment of all applicable fees, Nextep hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Term (as defined in Section 12.2) to access, use and, as applicable, install and run (collectively, "Use") the Software for Customer's internal business purposes in accordance with this Agreement and any additional Use

restrictions (including any limitations on the number of authorized users identified by Customer's administrator and approved by Nextep ("**Authorized Users**"), downloads, copies or installations or on the scope of authorized Use) set forth in the applicable Statement of Work. Nextep will use commercially reasonable efforts to make available any Software that Nextep provides to Customer on a subscription basis ("**Subscription Software**") for remote electronic authorized Use by Customer and Customer's Authorized Users (except for (i) scheduled downtime (of which Nextep shall give advance electronic notice); (ii) service downtime or degradation due to a Force Majeure Event; (iii) any other circumstances beyond Nextep's reasonable control; (iv) Use of the Software other than in accordance with the terms and conditions of this Agreement; or (v) any suspension or termination of Customer's Use of the Software as contemplated by this Agreement. Customer is permitted to use the Software only at the locations set forth in the applicable Statement of Work (the "**Designated Locations**").

4.2. Access Credentials. The Software made available to Customer for use on a per Designated Location basis as expressly specified in the applicable Statement of Work. Unless otherwise specified, (a) a quantity in a Statement of Work refers to Designated Locations, and the Software may not be accessed by more than the specified number of Designated Locations, (b) each Designated Location will be assigned a unique identifier that may not be shared with or reassigned to any other Designated Location; and (c) each User will be issued a User ID and password for purposes of authentication and authorization ("**Access Credentials**"). If Customer seeks to add Designated Locations or is determined by Nextep to have exceeded the number of permitted Designated Locations in the applicable Statement of Work, Customer will execute a Statement of Work to add such additional Designated Locations promptly upon Nextep's request. In addition, Customer will reimburse Nextep for any period of unlicensed use of the Software by any Designated Locations prior to such Designated Locations being licensed under the terms and conditions of this Agreement. Without limiting any other rights or remedies, if Nextep discovers unlicensed use of the Software by Customer, Nextep may terminate this Agreement and/or the applicable Statement of Work(s) immediately upon notice to Customer. Any information Customer or Customer's Users provide Nextep in connection with access to or Use of the Services must be accurate, current and complete. Customer is solely responsible for maintaining the confidentiality and security of Customer's Access Credentials and the Access Credentials of Customer's Users, and for restricting access to the Designated Locations so that others may not access protected portions of the Software. Customer may not, and may not permit its employees to, share Access Credentials with any third party, including other employees of Customer's organization. Customer is responsible for any use of or access to the Software and any activities conducted therein via Customer's Access Credentials and the Access Credentials of each of Customer's Users. If Customer becomes aware of any unauthorized use of or compromise of its Access Credentials or the Access Credentials of Customer's Users, Customer must notify Nextep immediately. Nextep may revoke Customer's Access Credentials, or the Access Credentials of any of

Customer's Users, at Nextep's discretion including, without limitation, if the applicable Statement of Work terminates, if Customer or its Users' engage in conduct that is in breach of this Agreement or that threatens to cause harm or disruption to Nextep, or other users of the Services. Once Customer's Access Credentials, or Customer's Users' Access Credentials are revoked or disabled, Customer and/or the applicable User no longer will have access to the Software.

4.3. Customer Responsibilities. Customer is solely responsible for the following: (a) its Users' compliance with this Agreement including any limitations on access to or use of all or portions of the Software, (b) the accuracy, quality and legality of all Customer Data as entered by or on behalf of Customer into the Products and the means by which Customer acquired Customer Data, (c) the unauthorized access to or use of Products via Customer's account, provided that Customer agrees that it will take reasonable steps to prevent any such unauthorized access to or use of the Products, including without limitation maintaining security controls (e.g. strong passwords and physical security of devices used to access the Products) (d) promptly complying with any and all security instructions given by Nextep to Customer with regard to its connection to and use of the Products; and (e) using and ensuring that its Users use the Products only in accordance with this Agreement, the Documentation, and applicable laws and government regulations. If Customer Data includes data regarding Customer's employees or contractors, Customer shall (x) maintain appropriate privacy notices for employees that comply with applicable law, rule, and regulation and (y) maintain a separate record management process outside of the Services to store and maintain information relating to Customer's employees or contractors. For the avoidance of doubt, Customer acknowledges and agrees that Nextep is not responsible for maintaining personal information relating to Customer's employees, contractors, or consumers.

4.4. Restrictions. Customer will use the Products strictly in accordance with the terms of this Agreement and the applicable Statement of Work and in compliance with all applicable laws, rules, and regulations. Customer will not and will ensure that its Authorized Users do not: (a) make any Product available to, or use any Product for the benefit of, anyone other than Customer or Authorized Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Products, or include any Products in a service bureau or outsourcing offering, (c) use a Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Product to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, including without limitation for purposes of load testing, stability testing, scalability testing, and similar such testing, (f) attempt to gain unauthorized access to any Product or its related systems or networks, including without limitation penetration testing, "white-hat" hacking, and similar such testing, (g) permit direct or indirect access to or use of any Product in a way that circumvents applicable usage limits, (h) copy a Product or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Product, other than as expressly permitted in the Documentation, (j) modify, translate or create derivative works of any Product; (k) access any Product in

order to build a product or service that is directly competitive with the Products, (l) reverse engineer, disassemble or attempt to discover the source code or algorithms of any Product (to the extent such restriction is permitted by law), (m) remove any proprietary notices from any Product, or (n) use the Products to send unsolicited email or other unsolicited messages to any third party. Any act inconsistent with full and complete protection of Nextep's copyright and common law rights in the Products is expressly and strictly prohibited by this Agreement. In addition to the foregoing, Customer shall not upload into the Products or otherwise provide Nextep with any Customer Data comprised of credit card, debit card, stored value card, or bank account information. Customer's failure to comply with any restriction set forth in this Section 4.4 constitutes a material breach of this Agreement and entitles Nextep to terminate this Agreement or the applicable Statement of Work immediately upon written notice to Customer.

4.5. Third Party Access. To the extent Customer permits or authorizes any third-party to access, interface with, or otherwise engage with the Products in any respect ("**Third Party Access**"), Customer assumes complete responsibility for any liability arising out of or in connection with such Third Party Access. This includes but is not limited to any claims arising out of or in connection with breaches of data security measures arising from such Third Party Access that affect Customer Data. Customer shall defend, indemnify, and hold harmless Nextep and its Affiliates from and against any claims, actions or demands, losses, liabilities, including, without limitation all reasonable attorney's fees and costs, made by any third party arising from or relating to such Third Party Access.

4.6. Software Service Subscription. For as long as Customer remains a subscriber to Nextep's Software Service, and timely pays all annual Software Service Subscription Fees, Customer shall be entitled to:

- **Software Help Line Support.** Telephonic help line support for the Software from 8 a.m. to 8 p.m. EST, seven days per week;
- mynextep.net. Access to the mynextep.net configuration management and reporting tool;
- **Software Maintenance.** Nextep will maintain the Software such that the Software will conform in all material respects to its Documentation. Nextep shall be under no obligation to correct or replace the Software or refund any fees if (a) Customer or any third party has made any changes to the Software, (b) the Software has been misused or damaged in any respect, (c) Customer has not reported to Nextep in writing the existence and nature of such nonconformity or defect promptly upon discovery thereof; or (d) the nonconformity or defect in the Software was caused by hardware or third-party software malfunction or failure.

5. OWNERSHIP.

5.1. Program Concepts. Customer acknowledges that the Software and all specifications, Documentation, systems, information, data, documents, materials, designs, plans, works, content, devices, methods, processes, hardware (including Hardware), software (including application program interfaces ("**APIs**")) and other technologies that are provided or made available in connection with, or that otherwise comprise or relate to, the Software or Services, and all improvements, enhancements

or modifications thereto or derivative works thereof (all of the foregoing, collectively, the "**Program Concepts**"), are the sole property of Nextep or its licensors. As between Nextep and Customer, ownership and title to (i) the Program Concepts; (ii) any software, applications, inventions or other technology or materials developed or delivered in connection with the Program Concepts; and (iii) all intellectual property rights related to any of the foregoing (as well as all intellectual property rights in the Products) shall remain with us. The Software and Products, as applicable, are made available to Customer under license for the authorized Use, and are not sold to Customer. Customer has no intellectual property rights therein, other than the limited rights expressly granted hereunder. Customer acknowledges that Nextep holds all right, title, and interest in and to all tangible and intangible intellectual property contained in the Program Concepts, including all trade secrets, copyrights, and other intellectual property rights pertaining thereto. Customer has only the limited revocable right to use the Program Concepts, during the Agreement Term, as expressly stated in this Agreement. All rights not expressly granted herein are reserved to Nextep. Ownership and title to the Customer Data shall remain with Customer.

5.2. Customer Data. Customer grants Nextep and its Affiliates a worldwide, non-assignable (except as expressly permitted herein), non-transferable, revocable license, during the Agreement Term, to host, copy, transmit and display Customer Data as necessary for Nextep to provide the Products and Services in accordance with this Agreement, provided that Nextep and its Affiliates may continue to store and use the Customer Data to fulfill obligations set forth in in this Agreement. Except as otherwise provided herein, Nextep acquires no right, title or interest from Customer under this Agreement in or to any Customer Data. Except as expressly provided otherwise in this Agreement or the Documentation, Nextep will not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for Nextep's own purposes or for the benefit of any person or entity other than Customer without Customer's prior written consent expressly authorizing the specific use and/or disclosure. Notwithstanding the foregoing, Customer unconditionally accepts and acknowledges that Nextep may collect, use, sell, transfer and disclose non-identifying, customer data, and information about Customer and Customer's customers' use of the Products and third party services when such services are installed and used by Customer in conjunction with the Services as approved by Nextep in writing. As used herein, "non-identifying data" means data that does not identify an individual. As used in this paragraph, "transfer" includes transmission by Nextep or the Software to a third party, another software agent or hardware device. Nextep may aggregate and anonymize Customer's customer data or traffic and usage data with similar data of other customers (collectively, "**Aggregated Data**") and use or disclose such Aggregated Data for a variety of purposes, including but not limited to monitoring and improving the performance, features and functionality of the Products for purposes of conducting industry trend analysis, describing Nextep's services to prospective partners and other third parties, or for any other lawful purposes determined by Nextep. For the avoidance of doubt, Nextep owns all right, title, and interest in and to the Aggregated Data.

5.3. Content. Customer shall own all right, title, and interest to all Content.

5.4. Work Product and Custom Features. The Customer acknowledges that Nextep or its third-party suppliers own all rights, title, and interest in the Work Product and Custom Features, including all right, title, and interest in all worldwide copyrights, trade secrets, trademark, confidential, and proprietary rights therein. Customer hereby assigns to Nextep, and upon the creation of any Work Product and Custom Features automatically assigns to Nextep without further consideration, ownership of all intellectual property rights in such Work Product and Custom Features, or any improvement, modification, or enhancement.

5.5. Feedback. Nextep shall own and shall have an unrestricted right to use and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorized Users relating to the operation of the Products. All feedback is provided "as is" and without warranty of any kind.

5.6. Title; Risk of Loss. Customer agrees that the title, risk and responsibility for all Hardware purchased by Customer under this Agreement shall transfer from Nextep to Customer upon shipment of the Hardware (i.e. FOB at the point of shipment). It is further clarified that Nextep shall not be liable for any loss or damage that occurs to any of the Hardware during shipment of the Hardware to Customer.

6. FEES AND PAYMENTS.

6.1. License and Software Service Subscription Fees. Customer shall pay Nextep the license fees set forth on the applicable Statement of Work in accordance with the terms of this Agreement or the payment schedule set forth on a Statement of Work. All fees are payable in U.S. dollars and are non-refundable, except as set forth in the Statement of Work.

6.2. Service Fees. Customer shall pay to Nextep the purchase or lease fees for the Services as specified in the Statement of Work. Any additional Services shall be paid for at Nextep's then-prevailing time and materials rates unless otherwise agreed by the parties in writing. Unless otherwise specified in the Statement(s) of Work, Nextep shall invoice on an annual basis and all payments shall be due within ten (10) days after receipt of the invoice by Customer and payment must be made in full (without any setoff, recoupment, counterclaim, deduction, debit or withholding), in each case in U.S. dollars (by check, credit card, PayPal, wire transfer or ACH in accordance with the instructions set forth in the Statement of Work).

6.3. Hardware Cost. Customer shall pay Nextep the purchase or lease fees for the Hardware delivered to Customer in the amounts and on the terms set forth in the Statement of Work.

6.4. Expenses. Customer shall reimburse Nextep for out-of-pocket expenses reasonably incurred in the performance of this Agreement, including without limitation, shipping, travel expenses, lodging, and meals.

6.5. Taxes. The fees and all other amounts due to Nextep as set forth in this Agreement are net amounts to be received by Nextep, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, GST, excise, ad valorem, and use taxes, and any customs, import, export, or other duties, levies,

tariffs, or other similar charges that are imposed by any jurisdiction outside the United States of America for the transactions contemplated herein (collectively, the "Taxes"). Customer shall be responsible for, and shall pay directly, any and all Taxes relating to the performance of this Agreement not collected by Nextep. This paragraph shall not apply to taxes based solely on Nextep's income.

6.6. Late Charge. Customer agrees to pay a late charge of one-and-a-half percent (1½%) per month (or the highest amount allowed by law if lower), on all amounts not paid to Nextep when due under the terms of this Agreement. In the event timely payment is not made by Customer, Nextep reserves the right remit reminder invoices, account statements and other requests for payment without calculating or billing late charges and without waiving its right to do so at a later time.

7. CONFIDENTIALITY.

7.1. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with or are otherwise subject to enforceable obligations to the Receiving Party that contain protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Statement of Work to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

7.2. Required Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7.3. Injunctive Relief. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 7 may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to seek, from a court of competent jurisdiction, timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

8. AUDIT RIGHTS. Customer grants Nextep the right, which Nextep will exercise at its own expense and no more than once per year, to enter Customer's premises during business hours for the sole purpose of examining Customer's records and other information relating to the Customer's use of the Hardware and Software and Customer's compliance with the terms of this Agreement. In the event any such audit discloses that the Customer is not in compliance with the terms of this Agreement, Customer shall (i) reimburse Nextep for all expenses incurred in performing such audit, (ii) pay any additional license fees due, and (iii) be subject to any other remedies set forth in this Agreement or available under law.

9. WARRANTIES.

9.1. Services. Nextep warrants that the Services will be performed in a workmanlike manner. Customer must report in written form deficiencies in the Services to Nextep within thirty (30) days of the performance of the Services in order to receive warranty remedies. For any breach of the warranty contained in this section, Customer's sole and exclusive remedy, and Nextep's entire liability and obligation shall be, at Nextep's election, to re-perform the Services or refund the fees paid for such Services.

9.2. Hardware. NEXTEP MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE HARDWARE. Nextep assigns and transfers to Customer any and all warranties of the manufacturer with regard to the Hardware. For any breach of the warranty contained in this section, Customer's sole and exclusive remedy against Nextep, and Nextep's entire liability and obligation shall be, at Nextep's election, to repair or replace the Hardware or refund the price paid for such Hardware. Nextep shall be under no obligation to repair or replace the Hardware or refund any fees if (a) Customer or any third party has made any changes to the Hardware; (b) the Hardware has been misused or damaged in any respect, (c) Customer has not reported to Nextep in writing the existence and nature of the claimed defect promptly upon discovery thereof; or (d) the defect in the Hardware was caused by third-party hardware or software malfunction or failure.

9.3. Customer Warranties. Customer represents and warrants that it will use the Products in accordance with all applicable laws and the use of any Customer Data or Content in accordance with the terms and conditions of this Agreement will not violate or infringe upon the rights of any third party.

9.4. Warranty Limitations.

9.4.1. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEXTEP DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES, OR ANY OTHER PARTY WITH RESPECT TO THE HARDWARE, SOFTWARE, THE DOCUMENTATION, THE WORK PRODUCT, OR ANY SERVICES OR WORKS OF AUTHORSHIP PROVIDED UNDER THIS AGREEMENT OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED AND DISCLAIMED.

9.4.2. Nextep does not represent that the Hardware, Software or Services will satisfy Customer's requirements, that the Software or Services are without defect or error, that the Software will operate with any hardware or software not specified in the Documentation, or any Software not provided by Nextep will possess functional integrity.

10. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EXTRA-CONTRACTUAL, OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, NEXTEP'S CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF ALL FEES PAID TO NEXTEP UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM FOR THE DESIGNATED LOCATION FOR THE SPECIFIC PRODUCT OUT OF WHICH THE CLAIM ARISES, LESS ANY AND ALL AMOUNTS PAID BY THE NEXTEP WITH RESPECT TO ITS LIABILITIES UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE OBLIGATION TO DEFEND UNDER THE INDEMNIFICATION PROVIDED IN SECTION 13 HEREOF.

11. LIMITATION OF DAMAGES. IN NO EVENT SHALL NEXTEP, ITS EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, OR SUBSIDIARIES BE LIABLE FOR ANY LOSS OF DATA OR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF NEXTEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM AND TERMINATION.

12.1. Agreement Term. This Agreement commences on the date this Agreement is accepted by Customer and will continue until terminated as permitted herein or in any Statement of Work (the "**Agreement Term**"). Either party may terminate this Agreement when there are no active Statement of Works by providing the other party with thirty (30) days prior written notice.

12.2. Subscription Terms. The term of each subscription shall be as specified in the applicable Statement of Work (each a "**Subscription Term**"). Except as otherwise specified in a Statement of Work, subscriptions will automatically renew for additional successive periods of twelve (12) months, unless either party gives the other notice of non-renewal at least sixty (60) days before the end of the relevant Subscription Term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless Nextep has given Customer written notice of a pricing increase at least sixty (60) days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

12.3. Termination. Except as otherwise set forth herein, either party may terminate this Agreement for cause (i) upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes

the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Termination by Nextep for Non-Payment. In the event Customer fails to pay any fees and/or reimbursable expenses when they become due and payable in accordance with this Section 12.3, Nextep may terminate this Agreement and all then-current rights and licenses granted to Customer to use any software of Nextep will immediately terminate. Immediately upon such termination, Customer will be prohibited from further use of the Software and Nextep will be authorized to prevent further use of the Software, including disabling all Software installed on all Customer equipment, including all Hardware, and denying Customer access to Customer's mynextep.net account. Nextep may suspend further delivery of Services and Products ordered by Customer. The remedies set forth in this Section 12.3 shall be in addition to, and not in lieu of, any other right or remedy Nextep may have at law or in equity with respect to Customer's failure to pay any fees.

12.5. Customer's Post-Termination Obligations. Upon termination of this Agreement, all rights and licenses granted to Customer shall terminate immediately. Customer shall (i) cease all use of the Products; (ii) return to Nextep all copies of the Products, any Confidential Information of Nextep; and all other Nextep property; (iii) delete all copies of the Products stored or embedded within any computer or merged within any other programs or stored on any storage media under Customer's control including back-ups; and (iv) refrain from using its mynextep.net account to access the mynextep.net portal. Upon return of such materials, Customer shall provide Nextep with a signed written statement certifying that it has complied with (i)–(iii). Termination of this Agreement shall not relieve Customer of its obligation to pay all fees due to Nextep under the terms of this Agreement.

12.6. Survival of Terms. Upon termination or expiration of this Agreement, all provisions of these terms and conditions concerning the ongoing interests of the parties shall continue and survive in full force and effect, including without limitation, Sections, 4, 5, 6, 7, 9, 11, 12.3, 12.4, 12.5, 12.6, , 13, 14, 15, and 16.

13. INDEMNIFICATION.

13.1. Indemnification by Nextep. Nextep will defend, and hold Customer and its Affiliates harmless from and against any claim, demand, suit or proceeding made or brought against Customer by a third party arising out of allegations that Customer's use of the Software in accordance with this Agreement resulted in any actual, alleged, or contributory patent or copyright infringement, misappropriation of confidential information or violation of other intellectual or proprietary rights or licenses, including, without limitation, trademark or trade secret rights (a "**Claim Against Customer**") and will indemnify Customer from any damages, reasonable outside attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a Nextep-approved settlement of, a Claim Against Customer, provided Customer shall (i) promptly give Nextep written notice of the Claim Against Customer, (ii) gives Nextep sole control of the defense and settlement of the Claim Against Customer, and (iii) gives Nextep all reasonable assistance, at Nextep's expense.

13.2. Infringement. Nextep shall have no liability or obligation under Section 13.1 above or otherwise to the extent a Claim Against Customer is based upon (i) use of the Software in combination with software or hardware not provided or specified by Nextep in the Documentation if infringement would have been avoided in the absence of such combination; (ii) modifications to the Software made by any individual or entity other than Nextep; or (iii) use of the Software by Customer or any Authorized User in a manner not expressly permitted by the Agreement, or the applicable Statement of Work. If Nextep has reason to believe that any Software may infringe or misappropriate any third party intellectual property or otherwise give rise to an infringement or misappropriation claim, Nextep may in its discretion and at no cost to Customer (a) modify the Software so that they no longer infringe or misappropriate, without breaching this Agreement, or (b) obtain a license for Customer's continued use of that Software in accordance with this Agreement. If Nextep determines (a) and (b) above are not reasonably practicable, Nextep may terminate Customer's use of that Software upon thirty (30) days' written notice and Nextep will refund to Customer any prepaid fees covering the remainder of the prepaid terms of the applicable Software. Nextep's defense and indemnification obligations in Section 13.1 above do not apply to the extent a Claim Against Customer arises from Content or Customer's breach of this Agreement.

13.3. Indemnification by Customer. Customer will defend Nextep, and hold Nextep and its Affiliates harmless, against any claim, demand, suit or proceeding made or brought against Nextep by a third party arising out of (a) allegations that the Customer Data or Content infringes or misappropriates such third party's intellectual property, privacy or other proprietary rights or violates applicable law, (b) Customer's failure to adhere to the restrictions set out in Section 4.4 of this Agreement or the external use obligations set out in Section 4.5 of this Agreement, (c) Customer's use of any Products or Content, or (d) any Third Party Access (as defined in Section 4.5 of this Agreement), or (e) a breach of Customer's representations, warranties, or obligations hereunder (a "**Claim Against Nextep**"), and will indemnify Nextep from any damages, reasonable outside attorney fees and costs finally awarded against Nextep as a result of, or for any amounts paid by Nextep under a Customer and court-approved settlement of, a Claim Against Nextep, provided Nextep (i) promptly gives Customer written notice of the Claim Against Nextep (provided, however, that Customer shall not be excused from its indemnification obligations unless a delay in providing such notice impairs Customer's ability to defend the Claim Against Nextep), (ii) gives Customer sole control of the defense and settlement of the Claim Against Nextep (except that Customer may not settle any Claim Against Nextep unless it unconditionally releases Nextep of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply to the extent a Claim Against Nextep arises from Nextep's breach of this Agreement.

13.4. Sole Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for a third party claim that constitutes either a Claim Against Customer or a Claim Against Nextep as described in this section.

14. EXPORT. In the event that Customer is permitted to export the Products outside the United States, Customer shall be solely responsible for compliance with all applicable U.S. export laws, rules, and regulations. Customer agrees to keep such books and records and to take other actions as may be required by such applicable laws, rules, and regulations, and to comply with any applicable U.S. export laws, rules, and regulations. Customer will defend, indemnify, and hold Nextep harmless from and against any and all costs and damages incurred as a consequence of Customer's failure to comply with any such laws or regulations. Notwithstanding anything in these terms and conditions to the contrary, it is acknowledged and agreed that neither Nextep nor Customer may ship, export, or re-export the Products, or any other information, process, product, or service obtained directly or indirectly from Nextep, to any country or entity that is the subject of any prohibition imposed by the U.S. Export Administration Act of 1979, U.S. Executive Orders, the U.S. Department of Commerce, and the North Atlantic Treaty Organization (NATO). Customer understands that, if such a prohibition applies and an export license cannot be obtained with reasonable effort, the disclosure or delivery of the Products may not occur.

15. INJUNCTIVE RELIEF. Customer acknowledges that remedies at law may be inadequate to provide Nextep with full compensation in the event of Customer's material breach of this Agreement or any intellectual property rights of Nextep, and that Nextep shall therefore be entitled to seek injunctive relief in the event of any such material breach without having to post bond, and to recover its costs and expenses, including attorney's fees, incurred in doing so.

16. GENERAL PROVISIONS.

16.1. Relationship of Parties. This Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship or to authorize either party to enter into any commitment or agreement which is binding on the other party.

16.2. Assignment. Customer may not assign, sublicense, or otherwise transfer this Agreement or the license granted to Customer or any of its rights or obligations under this Agreement to any party without the prior written consent of Nextep, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefits of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement.

16.3. No Waiver. No delay or failure in exercising any right under this Agreement and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights. No consent to a breach of any express or implied term of this Agreement shall constitute consent to any prior or subsequent breach.

16.4. Notices. All notices required to be given in this Agreement shall be given in writing and shall be delivered to the signatory at the address set forth on the signature page, or such other person and address as may be designated from time to time in writing, either (a) by hand, by certified mail with proper postage affixed thereto, by nationally recognized overnight courier, or (d) by facsimile (with confirmation copy subsequently sent to the other party by registered mail). All

such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.

16.5. Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

16.6. Force Majeure. Neither party shall be liable for delay in any of its performance due to causes beyond its reasonable control, including but not limited to, an act of God, war, or a natural disaster, power or telecommunications failure.

16.7. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia without regard to its conflicts of laws principles. Customer consents to submit to the exclusive jurisdiction of the state and federal courts in the State of Georgia, U.S.A. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

16.8. Complete Agreement. These terms and conditions, and all exhibits signed by Customer, supersede in full all prior discussions and agreements, oral and written, between the parties and constitutes the entire understanding of the parties relating to the matters set forth herein.

16.9. Amendment or Modification. No amendment or modification of these terms and conditions or any exhibit signed by Customer shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties.

16.10. Conflicts. In the event of any discrepancies between these terms and conditions an exhibit, or Statement of Work, these terms and conditions shall prevail over the exhibit unless the exhibit specifically states that it is intended to prevail over these terms and conditions.

16.11. Attorney's Fees. In the event of any dispute between the parties concerning this Agreement, the substantially prevailing party shall be entitled to recover its attorney's fees in any legal proceeding, including any appeals, and any legal fees incurred in connection with the dispute prior to the institution of legal proceedings.

17. LEASE TERMS.

17.1. Applicability. If a Statement of Work indicates that Customer has leased the System, then the terms in this Section 17 apply. If Customer does not lease the System from Nextep, then the terms in this Section 17 are to be disregarded. In the event of a conflict between the terms in this Section 17 and the remainder of the Agreement, the terms in this Section 17 will control.

17.2. Definitions. "Agreement Term" has the meaning set forth in Section 12.1 (Agreement Term); "Lease Fee" means the lease fee which includes any applicable Support Services indicated on an applicable Statement of Work for such Nextep Products; "Lease Term" has the meaning set forth in Section 17.7 (Lease Term and Order Pricing); "Transferee" has the meaning set forth in Section 17.9 (Assignment).

17.3. Lease of Nextep System. Nextep agrees to lease to Customer, and Customer agrees to lease from Nextep, the Products and Services, as listed on an applicable Statement of Work. Customer

acknowledges that the Hardware may contain either new or refurbished components. Customer is responsible for obtaining any hardware, other than Hardware that is listed on the Statement of Work to operate the Software. In the event Customer elects to purchase Hardware from a source other than Nextep or not otherwise approved by Nextep in writing ("**Non-Approved Hardware**"), Nextep shall not be responsible for any errors or defects resulting from the use of such Non-Approved Hardware. In addition, if Nextep is requested to perform Support Services on the Products and Services as a result of Customer's purchase of Non-Approved Hardware, Customer agrees to pay Nextep at its then current time and materials rates for such Services. The System will at all times be and remain the personal property of Nextep and Customer will have no right, title or interest in the Products and Services except as expressly set forth in the Agreement. Customer will keep the Products and Services free and clear of all liens, security interests, adverse claims and encumbrances. Customer agrees that Nextep or any Transferee may prepare and file or record with any appropriate filing office, at Nextep's cost, appropriate UCC financing statements, including amendments or continuations to such statements, as determined by Nextep or a Transferee.

17.4. Use of Hardware. Customer shall use the Hardware solely in the conduct of its business under the terms of this Agreement, in a manner and for the use contemplated by the manufacturer thereof. Customer shall use all Hardware with reasonable care to prevent excessive wear and tear and/or damage to any Hardware. Without the prior written consent of Nextep, in no event shall Customer permit any Hardware (i) to be used or possessed by any persons other than the named Customer, (ii) to be subject to any liens or security interests of any third party, (iii) to be moved to a location other than as set forth on a Statement of Work. Furthermore, Customer will not make or allow to be made any alterations or additions, whether temporary or permanent in nature, to the Hardware. Nextep will not be responsible for loss or damage due to alterations or additions to, misuse or improper use of, negligent handling of, or improper maintenance of the Hardware. In the event of any failure or defect in any manner whatsoever of the Hardware leased from Nextep during the initial twelve (12) months of the Lease Term, Customer shall, at Nextep's expense, return such Hardware to Nextep's premises. Nextep shall be responsible, at Nextep's initial expense (which expense will be subsequently and separately invoiced to Customer for payment without mark-up), for the initial delivery to Customer of any leased Hardware. Nextep shall be responsible, at Nextep's expense, for the delivery back to Customer of any repaired or replaced Hardware leased from Nextep. For any Hardware for which return to Nextep is necessary after the initial twelve (12) months of the Lease Term, (whether due to inoperability or termination or expiration of the Agreement or any Statement of Work or otherwise), Customer shall be responsible at its own expense, for the packing and delivery of the Hardware to Nextep's premises during Nextep's regular business hours.

Customer must return (i) any defective leased Hardware that is replaced by Nextep within forty-five (45) days after shipment of the replacement items to you; and (ii) any Hardware leased from Nextep within thirty (30) days of expiration or termination of this Agreement or any Lease Term or Statement of Work, unless Customer exercises its rights under Section 17.8 to buyout the Hardware at the end of a Lease Term. For any Hardware returned to Nextep which has more than ordinary wear and tear, or if Hardware is not returned within the aforementioned 30 or 45 days, as applicable, then Customer shall be obligated to pay Nextep for the expenses which Nextep incurs in repairing or replacing the Hardware (the "**Repair/Replace Fee**") (which shall not relieve Customer of its obligation to return the Hardware to Nextep if Hardware is not returned).

17.5. Security Interest. Customer hereby grants to Nextep a security interest in the Hardware and Software to secure full and timely performance of all obligations owing by Customer to Nextep under this Agreement or any other agreement between Customer and Nextep, including, without limitation, full and timely payment of all amounts from time to time owing by Customer to Nextep hereunder or thereunder. Customer agrees that, upon Nextep's request, Customer will execute and deliver to Nextep any and all documents that Nextep may from time to time request to more fully evidence or perfect the security interest granted hereby. The parties further agree that this Agreement constitutes a security agreement.

17.6. Invoicing and Payment. Customer agrees to execute the attached Direct Debit Authorizations (Schedule A (North America)), to allow Nextep to debit Customer's account via Automated Clearing House ("ACH") transfer on a monthly basis for all amounts due under this Agreement. Customer agrees to promptly notify Nextep of any changes in its bank account information that would affect credit and/or debit entries by bank wire or ACH transfer to and from its deposit account. In the event of an ACH reject, Customer will pay Nextep an ACH reject reimbursement fee of \$25.00 per reject. Unless otherwise stated, all costs, fees, and charges in this Agreement (including shipping costs and other payments) are stated in U.S. dollars, and any taxes, duties, fees, and other governmental charges of any kind (including sales, service, and use taxes) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the System, the Hardware, and the Software shall be borne by Customer and shall not be considered a part of, a deduction from, or an offset against such fees. Unless otherwise stated in a Statement of Work, fees are due net ten (10) days from the invoice date. For each Statement of Work, Customer will provide complete and accurate billing and contact information to Nextep and will promptly notify Nextep of any changes to such information. Any terms and conditions that are included in a Nextep invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon Customer.

17.7. Lease Term and Order Pricing. The term of each Subscription Term to the Products and Services in a Statement of Work shall be called a "**Lease Term**".

Unless otherwise specified in a Statement of Work, each Lease Term for a Statement of Work shall be sixty (60) months, unless earlier terminated as permitted under this Agreement. Except as otherwise specified in a Statement of Work, following the conclusion of the Lease Term, subscriptions to the System will automatically terminate. The per-unit pricing shall be fixed during the Lease Term of any Statement of Work. **Should either Customer or Nextep terminate this Agreement, all Statement of Works then in effect shall automatically terminate.**

17.8. End of Lease Term Buyout. Provided Customer provides Nextep at least sixty (60) days' notice prior to the end of a Lease Term, at the end of a Lease Term Customer shall have the right to purchase that Hardware listed in an applicable Statement of Work for One (\$1) Dollar. If Customer does not purchase the Hardware at the conclusion of a Lease Term, then Customer's right to use the System on the applicable Statement of Work shall immediately cease. If Customer purchases the Hardware at the conclusion of a Lease Term, and if, subsequent to such purchase, Customer does not purchase Support Services from Nextep utilizing such Hardware, then Customer must allow Nextep the right to access such Hardware to remove any software, firmware, or other Nextep proprietary data or information from the relevant Hardware.

17.9. Assignment. Neither this Agreement, an applicable Statement of Work, nor any lease or license

hereunder may be assigned by Customer (whether by operation of law or otherwise) without Nextep's prior written consent. Nextep and any Nextep transferee may without notice to or consent of Customer transfer, assign, grant a security interest in, or sell to any person (e.g. a financial institution) ("**Transferee**") all or any portion of Nextep's (or such Transferee's) right, title and interest in and to any System and the Agreement, including the right to receive payments thereunder. Customer acknowledges and agrees that: (a) no such Transferee will be required to assume, or be deemed to have assumed, any of the obligations of Nextep hereunder; (b) any such assignment or transfer will not be deemed to materially change Customer's duties or obligations hereunder; and (c) Customer's obligation to Transferee under the Agreement will be unconditional and not subject to any abatement, reduction, defense, offset or counterclaim for any reason whatsoever. Nextep may subcontract any of its obligations under the Agreement and may perform those obligations through personnel employed by, or under contract with, Nextep, without notice to Customer.

17.10. Changes to Section 1-16. Sections 12.2 and 16.2 of this Agreement are deleted in their entirety as well as the second sentence of Section 6.2. References to "Subscription Term" in the remaining sections of this Agreement (including Statements of Work) shall be deemed references to "Lease Term".

IN WITNESS WHEREOF, the Parties have caused this Software License, Hardware Purchase, and Master Services Agreement to be executed by their respective authorized representatives to be effective as of the Effective Date.

NEXTEP SYSTEMS INC.

CUSTOMER: [CUSTOMER NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

Authorization for Direct Payment via ACH (ACH Debit)

CONSUMER AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH DEBITS) FOR NORTH AMERICA BASED CUSTOMERS

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment.

I (we) authorize Nextep Systems Inc. (collectively known as "Nextep") to electronically debit my (our) account (and, if necessary, electronically credit my (our) account to correct erroneous debits) as follows:

Select One:

- Checking Account
- Savings Account

at the depository financial institution named below ("DEPOSITORY"). I (we) agree that ACH transactions I (we) authorize comply with all applicable laws.

Depository Name _____

Routing Number _____

Account Number _____

Please confirm if your financial institution requires an ACH ID number from us to allow for the execution of this transaction. If they do, you can provide the following respective ACH ID number:

1203379371 NEXTEP Systems

Amount of debit(s), method of determining amount of debit(s) and range of acceptable dollar amounts authorized: as determined by signed sales agreement.

Date(s) and/or frequency of debit(s): as determined by signed sales agreement.

I (we) understand that this authorization will remain in full force and effect until I (we) notify Nextep in writing that I (we) wish to revoke this authorization. I (we) understand that Nextep requires at least 30 days prior notice in order to cancel this authorization.

Name(s) _____ (Please Print)

Title _____ (Please Print)

Date _____ Signature(s) _____