

Master Services Agreement

This Master Services Agreement ("Agreement") is made and entered into as of August 16, 2016 (the "Effective Date") by and between Sal, Johnson & Associates, Inc. d/b/a Computing System Innovations ("CSI") and Hidalgo County ("Customer").

Pursuant to this Agreement, the Parties intend to:

(a) create a contracting vehicle pursuant to which the Parties can enter into agreements for licenses and services from time to time; and

(b) establish the terms by which immediate needs for services from CSI can be provided to the Customer.

In consideration of the mutual promises contained herein, CSI and the Customer agree as follows:

1. DEFINITIONS

1.1 Agreement means this Master Services Agreement, along with the Exhibits attached hereto, which are incorporated by reference, and any appendixes or attachments not attached hereto, but associated with the Agreement.

1.2 Authorization Confirmation means an Authorization Order that has been approved in writing as set forth in Section 5.3.

1.3 Authorization Order means a signed, written order submitted by CSI to the Customer identifying specific CSI services required pursuant to this Agreement and requesting authorization to allocate and incur the number of hours set forth therein to perform such services in accordance with the Implementation Plan.

1.4 Business Day means any day, Monday through Friday, excepting any day that is a federal holiday.

1.5 Change means a change, amendment, or modification to a Statement of Work, Specifications, Conceptual Product Design (CPD) Document, , Implementation Plan, or other Deliverable that affects the Contract Price.

1.6 Change Confirmation means a Change Order that has been approved in writing as set forth in Section 5.4.

1.7 Change Order means a signed, written order submitted by CSI to the Customer requesting any Change.

1.8 Claims mean any and all claims, liens, demands, actions, causes of action, judgments, excluding attorneys' fees and expenses.

1.9 Customer means Hidalgo County.

1.10 Customer Modifications has the meaning set forth in Section 11.2.

1.11 Contract Price means the cost of each engagement as detailed in a CSI provided Statement of Work for each project.

1.12 Conceptual Product Design (CPD) Document means a high level description and illustration of the business processing in sufficient detail for both CSI and Customer to understand the nature of the services to be performed and/or product to be created.

1.13 Confidential Information means, with respect to CSI, confidential and/or proprietary information of CSI or its vendors which is disclosed by CSI to the Customer, including but not limited to any and all CSI Trade Secrets, and CSI Software including any source codes, object codes, executable codes,

databases, database schemas, software systems, software architecture, related Documentation, UML diagrams, user interface design and functionality, user interface look and feel (excluding Customer data displayed), user processing workflows, financial data, marketing or business plans, and other business information and/or material of CSI, which is marked or otherwise identified to the Customer as confidential, or which should reasonably be understood to be confidential and/or proprietary, whether disclosed prior to or after the date of this Agreement and whether disclosed orally, electronically, or in writing, and, with respect to Customer, means any and all information which Customer is mandated, by law, court order, rule or policy, to hold in confidence, such as financial and bank account data (collectively, "Confidential Information"). Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the receiving party in breach hereof; (b) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, which is not prohibited from disclosing such information by obligation to the disclosing party; (c) is known by the receiving party as shown through written records or in the public domain prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto; or (d) is developed by the receiving party independently of any disclosures made by the disclosing party and without any use of the disclosing party's Confidential Information.

1.14 Critical Defect has the meaning set forth in **Exhibit A** – Software Maintenance Agreement

1.15 CSI means Sal & Associates, Inc. d/b/a Computing System Innovations, a Florida corporation.

1.16 CSI Confidentiality Agreement means the form of confidentiality agreement to be executed by contractors, subcontractors, or other third parties engaged by the Customer prior to such parties being permitted access to CSI Confidential Information or CSI Trade Secrets, which is attached hereto as **Exhibit B**.

1.17 CSI Trade Secrets means all methodologies and other CSI Confidential Information that constitutes a trade secret under applicable law.

1.18 CSI Modifications has the meaning set forth in Section 11.1.

1.19 CSI Software means: (a) software or deliverables provided by CSI to Customer that are reflected on executed Statements of Work; (b) applicable Embedded Third Party Software; (c) CSI Modifications; and (d) any Enhancement to such software.

1.20 Defect means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the CSI Software caused by, arising from, or emanating from the reasonable control of CSI that renders the CSI Software, work performed and/or service provided by CSI to Customer in non-conformance with the Specifications or the terms of this Agreement.

1.21 Deliverable means any CSI Software or other deliverable required to be delivered by CSI to Customer pursuant to this Agreement.

1.22 Documentation means the user's operating manuals and any other materials in any form or media provided by CSI to the Customer.

1.23 Effective Date means the date set forth in the first paragraph of the Agreement.

1.24 Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the CSI Software as set forth in the Specifications and is provided by CSI along with CSI Software.

1.25 Enhancement(s) means a change or addition to the CSI Software or service, other than a Defect correction, that (i) improves the function of, (ii) adds a new function to or (iii) substantially enhances the performance of the CSI Software, or service, provided that Enhancements shall not include any improvements or new functions, in any form, that have additional value or utility, and may be priced and offered separately from the CSI Software or service.

- 1.26 Executive Dispute Level has the meaning set forth in Section 20.
- 1.27 Final Acceptance has the meaning set forth in Section 8.2.
- 1.28 Implementation Plan means the implementation plan set forth in a Statement of Work which provides for the timetables, milestones, and fees and expenses for, among other things, (a) the delivery and installation of CSI Software to the Customer, and (b) the training of Customer personnel, all in accordance with the terms of this Agreement.
- 1.29 Indemnified Parties mean CSI or the Customer, as the case may be, and each of its personnel, agents, successors, and assigns.
- 1.30 Intermediary Dispute Level has the meaning set forth in Section 20.
- 1.31 License Fee means the fees as set forth in each Quotation and/or Statement of Work provided by CSI which is due and payable to CSI as set forth in Section 4.1.
- 1.32 Licensed Property means the CSI Software and the Documentation.
- 1.33 Customer Maintenance and Support Fees has the meaning set forth in **Exhibit A** – Software Maintenance Agreement.
- 1.34 Non-Critical Defect has the meaning set forth in **Exhibit A** – Software Maintenance Agreement.
- 1.35 Party means either Customer or CSI.
- 1.36 Project means the delivery and license of the Licensed Property or other Deliverables and the performance of all services to be provided by CSI in accordance with the provisions of this Agreement.
- 1.37 Project Personnel has the meaning set forth in Section 2.5.
- 1.38 Project Manager means the person designated by each Party who is responsible for the management and implementation of this Agreement as more fully described in Section 2.2.
- 1.39 Project Signatory means the person designated by each Party who has authority to negotiate Change Orders and execute Change Confirmations as more fully described in Section 2.2.
- 1.40 Quotation means the costs, fees or expenses, including any License Fees or Maintenance and Support Fees, associated with any licensed CSI Software or services to be performed by CSI as detailed in an associated Statement of Work.
- 1.41 Software Maintenance Agreement means the maintenance and support services agreement for the CSI Software, which is attached hereto as **Exhibit A**.
- 1.42 Specifications means the information, functions, capabilities, requirements, and other specifications of the CSI Software, as provided for in an executed Statement of Work.
- 1.43 T&M means time and materials.
- 1.44 Statement of Work shall mean an attached Exhibit to this Agreement, executed by both parties, which shall set forth (a) the services, if any, to be provided; (b) the CSI Software to be licensed; (c) the support to be provided for the deliverables of such services or the CSI Software licensed; (d) milestones and deliverables and (e) the total costs and the payment schedule, including milestone payments where applicable, as well as such other terms as the Parties may agree to with respect to a Project, as further described in Section 5.1.
- 1.45 Term has the meaning set forth in Section 19.1.

1.46 Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by the Customer from a third party that is minimally required to operate the CSI Software and such other CPUs, servers, and other hardware that the Customer has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the CSI Software.

1.47 Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by the Customer from a third party that is minimally required to operate the CSI Software and such operating systems and other software that the Customer has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the CSI Software.

1.48 Verification Procedure has the meaning set forth in Section 7.1.

1.49 Version Release has the meaning set forth in Section 11.1

2. SERVICES FRAMEWORK

2.1 Services Framework. As of the Effective Date, this Agreement sets forth the terms whereby CSI shall provide to the Customer, and the Customer shall acquire from CSI, the following, as set forth and identified on one or more Statements of Work (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the CSI Software; and (c) certain optional developmental services with respect to Enhancements to the CSI Software or service.

2.2 Project Management. CSI and the Customer shall designate and cause the employees identified within the Exhibit(s) (or other qualified employees designated to replace such employee in accordance with this Agreement, subject to approval and acceptance in writing prior to replacement) to serve as:

a Party's Project Manager, who shall manage and implement the Party's respective obligations pursuant to this Agreement and serve as the primary contact for the respective Party. The Party's Project Manager is and shall be qualified and authorized to perform the tasks assigned and shall have the authority to negotiate the details of the Statements of Work and Changes Orders:

b Party's Project Signatory, who shall have the authority to negotiate the details of Statements of Work and Change Orders, and execute Statements of Work and Change Confirmations.

c Each Party represents that its respective Project Manager and Project Signatory is and shall be qualified and authorized to perform the tasks assigned to him/her as defined in (a) and (b) above; and any written execution by Party's Signatory shall be binding on the respective Party.

2.3 Cooperation. The Customer shall provide such reasonable information regarding its operations and reasonable access to its facilities (including, providing CSI reasonable access to a secure virtual private network connection or other comparable connection for use by CSI from time to time on a non-dedicated basis) and personnel in order for CSI to fulfill its obligations pursuant to this Agreement. The Customer shall also provide CSI with periodic copies of CSI's production databases that CSI will use to perform testing of CSI Software at CSI's facilities. To the extent the Statement of Work and/or Implementation Plan includes any deadlines, services, and/or Deliverables that shall be determined at a time after the Effective Date, each Party shall negotiate in good faith to establish such deadlines and/or Deliverables at a reasonable time so as not to unreasonably interrupt the other deadlines of the Implementation Plan.

2.4 Responsibilities of Customer. In addition to the other responsibilities set forth herein and as may be set forth in a Statement of Work or the Maintenance and Support Agreement, and except as otherwise specifically set forth in this Agreement, the Customer shall:

- a provide training of its personnel in addition to the training to be provided by CSI as detailed in Exhibit(s) or a Statement of Work. This additional Customer training shall include remedial training and training of new employees for which CSI has trained the trainers;
- b collect, prepare, and enter all data necessary for the day-to-day operations of the CSI Software;
- c retain separate copies of all conversion data delivered to CSI;
- d provide the computer system on which the CSI Software will be loaded and operated;
- e provide the requisite networks;
- f maintain an internal help desk function;
- g prior to Project completion, install all changes or updates into the CSI Software and Third Person Software products that are furnished by CSI for the purpose of correcting failures of the CSI Software to conform to, and perform in accordance with, the requirements of this Agreement; and
- h provide, as part of the Customer's computer system, a secure VPN connection as needed for use by CSI.

2.5 Project Personnel. CSI represents and warrants that all personnel it uses in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of CSI or, if applicable, CSI's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws. CSI shall not utilize any subcontractor(s) without the prior written consent of the Customer Project Manager, which consent shall not be unreasonably withheld. The approval by the Customer of CSI's right to use subcontractor(s) shall not waive or relieve CSI from CSI's obligations pursuant to this Agreement. CSI shall be solely responsible for the payment of all wages, benefits, worker's compensation, disability benefits, unemployment insurance, as well as for withholding any required taxes, for all Project Personnel in accordance with applicable federal, state, and local law.

2.6 Termination of Project Personnel. The Customer may, upon written notice to the CSI Project Manager, require CSI to remove an individual immediately from the Project for the following reasons:

- i material violation of the terms and conditions of this Agreement;
 - ii material violation of the Customer's written work rules and regulations as disclosed in writing to CSI;
 - iii criminal activity; or
 - iv violation of state, federal, or municipal statutes.
- b CSI may reasonably extend any deadlines adversely affected by any delays in the Implementation Plan directly attributable to the Customer's request for the removal of CSI personnel, and CSI shall not be responsible for such delays in the Implementation Plan.
- c Background Checks. Customer may, at its sole discretion and expense, conduct background checks on all key CSI project personnel to be specifically assigned to Customer's implementation and/or CSI personnel who may be physically onsite at Customer's office(s).

d Security. CSI personnel will comply with all reasonable security requirements relating to access to Customer's office and site locations. CSI shall ensure that reasonable and appropriate security protocols are in place related to handling and treatment of Customer Confidential Information applicable to all CSI employees having access to Customer Confidential Information.

3. TITLE AND LICENSE

3.1 License Grant. CSI hereby grants to the Customer a non-exclusive, non-sublicensable, non-transferable, revocable license (and sublicense with respect to the Embedded Third Party Software only) to use the Licensed Property for the Customer's internal administration, operation, and/or conduct of the Customer's business intended for CSI Software as described in the executed Statements of Work. The foregoing license is revocable by CSI only after this Agreement is terminated in accordance with the provisions herein or the Customer does not pay the License Fee in full. The forgoing license includes the right for Customer to integrate or interface the Licensed Property with Third Person Software only, provided, however, that CSI makes no representations or warranties with respect to such Third Person Software, except as explicitly stated in Section 14.18. The Licensed Property is licensed and not sold to Customer. As between Customer on one hand and CSI on the other, all right, title, and interest in and to the Licensed Property and any improvements, modifications, customizations (unless otherwise agreed to in a Statement of Work), Enhancement, or update thereto (now or hereafter resulting from the efforts of CSI, Customer, or any other person, working together or alone) and all associated intellectual property rights shall at all times remain the sole and exclusive property of CSI. Customer hereby disclaims any right, title, or interest in or to the Licensed Property, and agrees not to take any action inconsistent with or that would contest or impair the rights of CSI in or to such Licensed Property.

3.2 Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by CSI the Customer shall not:

- a reverse engineer, de-compile, or disassemble any portion of the CSI Software, CSI Trade Secrets or CSI Confidential Information;
- b intercept and reverse engineer, de-compile, or disassemble any CSI Software programmatic transactions, including but not limited to SOAP, REST, HTTP, or SQL transactions;
- c add, change, delete data contained in any CSI Software databases without use of CSI Software application programming interfaces or CSI Software user interfaces;
- d sublicense, transfer, rent, lease, time-share, or otherwise transfer, or operate a service bureau using, the Licensed Property, whether as a standalone or bundled product, for any reason, and any attempt to make any such sublicense, assignment, delegation, rent, lease, sale, time-share, or other transfer by Customer shall be void and of no effect;.
- e make copies of the Licensed Property except as provided herein;
- f modify, translate, or create derivative works of the Licensed Property without the prior written consent of CSI, which may be withheld in CSI's sole discretion;
- g remove any copyright, trademark, patent, or other proprietary notice that appears on the Licensed Property or copies thereof, or
- h allow access to the Licensed Property beyond the scope of the license grant in Section 3.1

Customer shall inform its employees about the restrictions contained herein and Customer shall ensure that its employees agree to and strictly abide by the terms herein. Customer hereby accepts full responsibility for any violations of the terms herein by such employees or any contractors, subcontractors or other third parties engaged to assist in the Project. To the extent the Customer engages contractors, subcontractors, or other third parties to assist in the Project to integrate or interface the Licensed Property with Third Person Software, the Customer shall also

obtain from such third parties an executed CSI Confidentiality Agreement in the form attached hereto as **Exhibit B** prior to such parties being permitted access to CSI Software, CSI Confidential Information, and/or CSI Trade Secrets. Customer agrees that it shall not allow anyone access to the foregoing items for any other purpose whatsoever.

3.3 Copies. The Customer may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use of the Licensed Property and for archival and backup purposes; provided, however, that Customer shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4 Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software. Access to and use of such Embedded Third Party Software shall be according to the terms, conditions, and licenses imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. To the extent legally possible, CSI shall pass through to the Customer any and all warranties granted to CSI by the owners, licensors, and/or distributors of such Embedded Third Party Software. The Customer shall be responsible for procuring and paying for all Third Person Software which is not embedded.

3.5 Title.

a CSI represents and warrants that it is the owner of all right, title, and interest in and to the CSI Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in the Customer any ownership or intellectual property rights in and to CSI's intellectual property (including, without limitation, CSI Confidential Information and CSI Trade Secrets), any components and copies thereof, or any derivative works based thereon prepared by CSI. All ownership and proprietary rights in such items are hereby exclusively retained by CSI.

b All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 14.

c All Customer data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the Customer's computer systems) shall remain the exclusive property of the Customer. CSI shall not use the Client data other than in connection with providing the services pursuant to this Agreement. CSI shall comply with reasonable written security procedures that are in effect during the Term of this Agreement for the security of the Customer's facilities and the Customer's data to the extent such written procedures are provided to CSI.

3.6 License Fee. In consideration for the license granted to the Customer herein for internal use of the Licensed Property, the Customer shall pay to CSI the License Fee, which shall be due and payable in accordance with the provisions of Section 4.

4. FEES AND INVOICING

4.1 License Fee. The Customer shall pay to CSI the License Fees as set forth in Statements of Work and which, upon execution, are subject to the terms and conditions of this Master Service Agreement. CSI shall invoice the Customer upon each Invoice Event directly related to identified milestones within each Statement of Work, which shall be paid in accordance with Section 4.4.

4.2 Services. Charges for all services to be performed hereunder shall be invoiced and paid by the Customer as set forth in the Statements of Work in accordance with Section 4.4.

4.3 Expenses. Customer will be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, airfare, meals, lodging, and similar expenses for reimbursement. Customer shall pre-approve any such CSI travel expenses.

4.4 Invoice and Payment. CSI shall invoice the Customer for services and associated expenses herein in accordance with the milestones and Deliverables within each Statement of Work. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, the Customer shall pay amounts owing therein within thirty (30) days from the invoice date. All payments shall be made in U.S. currency. In the event payment is not made as specified in this Agreement, the Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if the Customer is a governmental agency or authority subject to a "prompt payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this Section 4.4.

5. **SERVICES IMPLEMENTATION**

5.1 Statements of Work. Each Statement of Work contains the Implementation Plan for each project, which includes the milestones and timetables required for the completion of the tasks set forth therein. CSI shall bill, and the Customer agrees to pay CSI, for the costs incurred in preparing any Statement of Work on a T&M basis at the rates detailed in an applicable Quotation provided by CSI and approved by the Customer prior to the commencement of preparing a Statement of Work. The responsibilities of the Parties set forth herein at times require the Parties to meet and jointly agree on certain matters. To the extent the Parties are required to meet and negotiate Statements of Work and certain addenda to this Agreement or other things that could affect the Implementation Plan in Statements of Work, the Parties agree to work together in good faith so as not to unnecessarily alter the timetables set forth in the Implementation Plan. Each Party shall perform its obligations pursuant to this Agreement in accordance to a Statement of Work and such timetables, subject to any Change Confirmations. The execution of the Implementation Plan detailed within a Statement of Work shall be subject to Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations as set forth in this Section 5.

5.2 Quotations. Prior to the execution of a Statement of Work, CSI shall prepare and issue a Quotation for review and approval by the Customer.

5.3 Authorization Orders. From time to time, the Customer or CSI may discuss, request, and/or recommend specific changes to a Statement of Work that do not affect the overall price associated with each individual Statement of Work but may affect the overall implementation timeline. Promptly, but in no event longer than ten (10) Business Days, after any request or recommendation for such change, CSI shall submit a respective Authorization Order to the Customer for review identifying the nature of the change to the Statement of Work. The Customer shall use its good faith efforts to either approve or disapprove any Authorization Order in a signed writing (any approved Authorization Order being a "Authorization Confirmation(s)") within five (5) Business Days (or other period as reasonably requested by the Client, as applicable, in writing); provided, however, that any Authorization Order not expressly approved in a signed writing by the Customer within such time period shall be deemed approved.

5.4 Change Orders. From time to time, the Customer or CSI may discuss, request, and/or recommend a Change to an executed Statement of Work. Promptly, but in no event more than ten (10) Business Days after any request or recommendation for a Change, CSI shall submit a respective Change Order to the Customer for review identifying, at a minimum:

- a the nature of the Change;
- b CSI's quote for the additional cost, if any, of implementing the Change Order;
- c the timetable for implementing the Change Order; and

d the effect, if any, of the Change Order on the anticipated implementation schedule.

e Unless otherwise provided in any applicable project plan or written correspondence between the parties, the Customer shall use its good faith efforts to either approve or disapprove any Change Order within ten (10) Business Days; provided, however, that any Change Order not expressly approved in writing by the Customer within such time period shall be deemed disapproved. No such Change Order shall be effective unless the Customer Project Manager approves the Change Order in a signed writing ("Change Confirmation"). Any Change Confirmation shall constitute a formal amendment to original Statement of Work and the specific Implementation Plan(s), shall be deemed incorporated therein, and shall be deemed to supersede any conflicting term within the Statement of Work.

5.5 Office Space. The Customer shall, at its sole expense, provide reasonable office space, telephone access, network access, Internet connections, and such other facilities as may be reasonably requested by CSI for use by CSI personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services. CSI personnel shall have access to such facilities at reasonable times and subject to security protocols and business hours of Customer for the purpose of performing this Agreement

5.6 Third Person Hardware and Third Person Software. The Customer shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. The Customer may request a Change Order for CSI personnel to meet with the Customer, on a T&M basis, for the purpose of developing and managing the installation of the Third Person Hardware and/or Third Person Software. CSI shall have no liability for defects in the purchased Third Person Hardware or Third Person Software, and the Customer shall look solely to the manufacturer or other third party and any applicable warranty of such manufacturer or third party to cure any such defects.

5.7 Consulting Services. The Customer may request a Statement of Work for CSI personnel to provide consulting services.

6. DELIVERY AND INSTALLATION OF THE CSI SOFTWARE

6.1 Risk of Loss. Risk of loss of the CSI Software, and media on which such may be delivered, shall remain with CSI at all times until delivery to, and if required pursuant to this Agreement, installation at the Customer's places of business.

6.2 Deliverables. CSI shall submit the Deliverables under each Statement of Work to the Customer's place of business in accordance with the timetables set forth in the Statement of Work. Deliverables shall be sent at CSI's expense.

6.3 Installation and Testing.

a CSI shall deliver, install, and verify the CSI Software at the Customer's places of business in accordance with the timetables set forth in the Statement of Work and pursuant to a verification plan agreed upon by CSI and Customer. Upon installation, CSI shall conduct its standard diagnostic evaluation at the Customer's site to determine that the CSI Software is properly installed, shall verify operation pursuant to the plan, and shall notify the Customer's Project Manager after completion thereof.

b The CSI Software shall be deemed installed upon successful completion of the diagnostic tests, and notification to the Customer's Project Manager of the results.

7. VERIFICATION OF THE CSI SOFTWARE

7.1 Verification Procedure. Upon delivery, installation, and diagnostic testing of the CSI Software pursuant to Section 6, and regardless of whether or not the Customer supplies any test scripts pursuant to Section 7.2, CSI shall perform its standard test procedures as well as testing pursuant to the verification plan developed pursuant to Section 6.3 and provide all test results to the Customer with a

certification to the Customer in writing that the CSI Software, including in each applicable Deliverable is operating in accordance with the Specifications for that Deliverable (the "Verification Procedure"). CSI shall promptly correct any Defect revealed during the Verification Procedure. The Customer, in its sole and absolute discretion, may monitor the Verification Procedure.

7.2 Optional – Customer Supplied Test Scripts for Verification Procedure. During the operational analysis of each Deliverable set forth in the Implementation Plan, the Customer may, but is not required to, submit to CSI functional test scripts or other tests for each function to be delivered during such Deliverable, which test scripts and other tests shall be consistent with the Statement of Work and shall be used by the Customer for purposes of verification testing.

7.3 CSI Supplied Test Script Samples. To facilitate the Customer's development of any such test scripts, CSI may provide to the Customer for its internal use a test script sample set containing test scripts that Customer personnel may use as examples for the development of its test scripts. The Project Managers must agree on the specifics of any Customer supplied test scripts in order for the test scripts to become a part of the Verification Procedures. The Project Managers shall promptly, but in any event not less than ten (10) Business Days, meet in good faith to resolve any issues or disagreements associated with a test script supplied by the Customer. Customer supplied test scripts delivered subsequent to the operational analysis activity of any particular Deliverable shall not apply to the Verification Procedure. The Customer supplied test scripts, if any, shall be in addition to CSI's Verification Procedures set forth in Section 7.1.

8. FINAL ACCEPTANCE

8.1 Operational Use. After the deployment of each Deliverable as set forth in the Statement of Work (and immediately following the successful completion of the associated Verification Procedures set forth in Section 7, the Customer shall begin an operational use period to begin operation by the Customer of the Deliverable ("Operational Use"). Each respective Deliverable shall be deemed to have successfully completed Operational Use when such Deliverable has operated for a period of fifteen (15) consecutive calendar days without a Critical Defect.

a If a Critical Defect occurs during the initial or additional fifteen (15) day period, then the Customer's Project Manager shall promptly notify CSI's Project Manager in writing, and provided CSI agrees with the Customer's Project Manager's determination, CSI shall use all reasonable prioritized efforts to promptly cure such Critical Defect. Upon CSI's cure of any such Critical Defect, the fifteen (15) day timetable shall begin again with respect to such Deliverable.

b If a Non-Critical Defect occurs during the initial or additional fifteen(15) day period, then the Customer's Project Manager shall promptly notify CSI's project manager in writing, and CSI shall use all reasonable efforts to promptly cure such Non-Critical Defect. Upon CSI's cure of any Non-Critical defect, CSI will provide the software to the Customer in the next scheduled software release cycle. Non-Critical Defects are not subject to additional fifteen (15) day Operational Use cycles.

c At the end of the initial or additional fifteen (15) day period(s), as the case may be, each of the Deliverables for which the Customer has not reported a Critical Defect shall be deemed to have successfully passed Operational Use. When each of the Deliverables for which the Customer did report a Critical Defect during the initial fifteen (15) day period or has performed for a period of fifteen (15) consecutive days without a further Critical Defect, that Deliverable shall also be deemed to have successfully passed Operational Use.

8.2 Final Acceptance. When all Deliverables as set forth in the Statement of Work have successfully completed the Operational Use period set forth in Section 8.1, the Customer shall be deemed to have "Final Acceptance" of the CSI Software and the CSI Software shall be subject to the terms and conditions of the Software Maintenance Agreement with respect to ongoing support and enhancement.

9. DOCUMENTATION AND TRAINING

9.1 Delivery of Documentation. Following the successful completion of the Verification Procedures set forth in Section 7 and before the Final Acceptance period in Section 8, CSI shall provide to the Customer the Documentation in electronic format.

9.2 User Group, Bulletin Boards, and Internet Sites. In addition to any other maintenance obligation or obligation to provide Documentation, CSI shall notify the Customer of any user group, bulletin board, or internet site relating to the CSI Software or services provided by CSI pursuant to or arising from this Agreement, and to the extent requested by the Customer Project Manager in writing, provide access thereto.

9.3 Training Plans and Materials; Personnel Training. CSI shall perform its duties pursuant to or arising from this Section 9.3 as follows:

a CSI shall train Customer personnel in accordance with a mutually agreeable training plan for each Deliverable as defined in the Statements of Work. The training plan shall outline the training required for personnel to operate the CSI Software. CSI and the Customer may jointly develop additional training materials, which training materials shall, among other things, supplement CSI's standard training materials, incorporate the Customer's business processes, and emphasize the rationale and timing required by a particular operation.

b CSI shall provide Customer personnel with the number of hours of training for the respective portions of the CSI Software as set forth in the Statements of Work , subject to a Change Confirmation.

c Training shall be provided at the Customer's principal place of business or other site selected by the Customer. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the CSI Software. The courses shall train the Customer's employees or agents in a manner to provide basic end user training. The Customer shall be responsible for providing an adequately equipped training facility to operate the CSI Software.

10. MAINTENANCE SERVICES

Maintenance and Support Agreement. CSI shall provide the Customer with maintenance and support services for the CSI Software in accordance with the terms of the Software Maintenance Agreement, and Customer shall pay the Maintenance and Support Fees as set forth in any Quotation, Software Maintenance Agreement or the applicable Statement of Work.

11. MODIFICATIONS TO THE CSI SOFTWARE

11.1. CSI Modifications.

a. CSI shall correct Defects in the CSI Software pursuant to this Agreement and/or the Software Maintenance Agreement, as applicable, and may make Enhancements from time to time to the CSI Software (the "CSI Modifications"). Such Defect corrections and/or Enhancements may result in the creation of a new version(s) of the CSI Software (a "Version Release"). CSI Modifications, any Version Release and all associated intellectual property rights shall solely belong to CSI and shall be deemed part of the CSI Software. CSI in its sole discretion shall decide if any Enhancement is to be provided without cost or whether any Enhancement will be considered a separate product feature to be provided at an additional cost for the Customer to utilize.

b. Provided that the Customer maintains the CSI Software pursuant to the Software Maintenance Agreement, CSI shall make available to the Customer a copy of the CSI Software with Defect corrections no later than sixty (60) days following general availability of a Version

Release. The Customer shall not be immediately obligated to use any Version Release. In the event that the Customer determines to utilize any Version Release, it shall be deemed part of the CSI Software for purposes of this Agreement. In the event the Customer determines not to utilize the current Version Release or the prior version, CSI shall have no obligation to provide maintenance and support to the Customer for such out of date version of the CSI Software.

11.2. Customer Modifications. CSI shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the CSI Software caused, directly or indirectly, by Customer modifications or instructions or other changes to the CSI Software that are implemented without the prior written consent of CSI ("Customer Modifications").

12. CONFIDENTIAL INFORMATION AND TRADE SECRETS

12.1. Protection of Confidential Information. Neither party shall use for any purpose other than the performance of this Agreement, or disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential Information or trade secrets of the other party to any third party, without such party's prior written consent unless otherwise expressly provided herein, except: (i) as may be required by law, regulation, judicial, or administrative process but subject to Section 12.2 below; or (ii) as required in litigation between the parties pertaining to this Agreement. Each party shall ensure that all employees, individuals, and third parties assigned to perform services herein shall abide by the terms of this Section and shall be responsible for breaches or violations by such persons or parties. As provided above, to the extent the Customer engages contractors, subcontractors, or other third parties to assist in the Project to integrate or interface the Licensed Property with Third Person Software, the Customer shall also obtain from such third parties an executed CSI Confidentiality Agreement in the form attached hereto as **Exhibit B** prior to such parties being permitted access to CSI Software, CSI Confidential Information, and/or CSI Trade Secrets. Customer agrees that it shall not allow anyone access to the foregoing items for any other purpose whatsoever.

12.2. Judicial Proceedings. Subject to applicable law, if either party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Confidential Information or trade secrets of the other party, then such party shall provide the other with prompt written notice of such request or requirement so that the appropriate party may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the disclosing party, the receiving party nonetheless is legally compelled to disclose Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the receiving party may, without liability herein, disclose to such court or tribunal only that portion of Confidential Information or trade secrets which the court requires to be disclosed, provided that the receiving party uses reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information or trade secrets by such court or tribunal.

13. PROHIBITION ON PUBLICITY

With the exception of any published statement prior to the Effective Date (including any testimonials, case studies and the like) and subject to applicable laws, including laws regarding public disclosure of contracting processes, contracts, and other records which apply to Customer, neither Party shall use any name, trademark, or trade name of the other Party, directly or indirectly, whether in connection with advertising, without the prior written consent of the other Party as to each circumstance and occasion of use, which such consent may be revoked at the reasonable discretion of the Party giving consent. CSI shall not claim that the Customer endorses its products or services without the prior written consent of the Customer, which such consent may be revoked at the Customer's reasonable discretion. Notwithstanding anything in this Agreement to the contrary, either Party may disclose to the public the existence of this Agreement, the Parties to the Agreement, and the material terms of the Agreement, including price, projected term, and scope of work.

14. REPRESENTATIONS AND WARRANTIES

14.1. Media Defects. The media on which the CSI Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

14.2. Defects. Upon Final Acceptance and for a period of ninety (90) days thereafter (the "Warranty Period"), the CSI Software shall be free of Critical Defects. In the event that any Non-Critical Defects are identified during the Warranty Period, CSI shall apply reasonable efforts (and in all cases provide at least the level of responsiveness and resolution as provided for in the Software Maintenance Agreement) to cure such Non-Critical Defects.

14.3. Pass-Through of Warranties. To the extent legally possible, CSI hereby passes through the benefits of all third party warranties that it receives in connection with any Embedded Third Party Software provided to the Customer.

14.4. Governmental Consent. No consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

14.5. Free and Clear Title. CSI has free and clear title (including all proprietary rights) to any Licensed Property delivered hereunder (other than Embedded Third Party Software) and that it has the right to license any and all CSI Software that is licensed hereunder.

14.6. Future Support. Throughout the term of the Software Maintenance Agreement and provided that the Customer is not in breach of the Software Maintenance Agreement, CSI shall correct or otherwise cure Defects to the current Version Release of CSI Software made available to Customer.

14.7. Documentation and Knowledge Transfer. The Documentation provided by CSI shall be sufficient to permit users to access and operate all features and to permit the Customer's trainers, helpdesk and administrative personnel to perform their functions.

14.8. Services. All Services shall be performed in a timely, professional and workmanlike manner using appropriate resources and personnel.

14.9. Corporate Authority. CSI has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations herein, and to consummate the transactions contemplated hereby. The Customer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations herein, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or other actions, and no other proceedings on the part of CSI or the Customer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

14.10. Certain Business Practices. Neither Party nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

14.11. Signatory Warranty. The person or persons signing and executing this Agreement on behalf of CSI and the Customer do hereby warrant and guarantee that he, she, or they have been duly authorized to execute this Agreement on behalf of CSI or the Customer and to validly and legally bind CSI and Customer to all terms, conditions, and provisions herein set forth.

14.12. Illicit Code. CSI has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any Customer property.

14.13. Interoperability. Subject to Section 5.6, the CSI Software shall be substantially interoperable with any Third Person Software and Third Person Hardware that the Customer has identified in a Statement of Work prior to the delivery and installation of the CSI Software pursuant to Section 6.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 14 OR ELSEWHERE IN THIS AGREEMENT, CSI DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY

THE LIABILITY OF CSI FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO COMPLETION OF OPERATIONAL USE FOR ANY DELIVERABLE AS DETAILED IN THE APPLICABLE STATEMENT OF WORK, THE LICENSE FEES PAID BY THE CUSTOMER TO CSI FOR SUCH DELIVERABLE AS DETAILED IN THE APPLICABLE STATEMENT OF WORK; AND (B) AFTER COMPLETION OF OPERATIONAL USE FOR ANY DELIVERABLE, CSI'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT WITH RESPECT OF SUCH AFFECTED COMPONENT OR MODULE WHICH IS THE CAUSE OF CONTROVERSY. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD OR (2) FOR OBLIGATIONS ARISING UNDER SECTION 16.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR OBLIGATIONS ARISING UNDER SECTION 16.2 (INTELLECTUAL PROPERTY INFRINGEMENT). IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE CUSTOMER'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

16. INDEMNIFICATION

16.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, CSI shall defend, indemnify, hold, and save harmless the Customer Indemnified Parties from and against damages, liabilities and costs resulting from any and all Claims for bodily injury or property damage sustained by or asserted against the Customer arising out of, resulting from, or attributable to the negligent or willful misconduct of CSI, its employees, subcontractors, representatives, and agents; provided, however, that CSI shall not be liable herein to indemnify the Customer Indemnified Parties against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the Customer, its agents, contractors, subcontractors, or employees. Notwithstanding any other provision of this Agreement, the Customer shall defend, indemnify, hold, and save harmless the CSI Indemnified Parties from and against damages, liabilities and costs resulting from any and all Claims for bodily injury or property damage sustained by or asserted against CSI arising out of, resulting from, or attributable to the negligent or willful misconduct of the Customer, its employees, subcontractors, representatives, and agents; provided, however, that the Customer shall not be liable herein to indemnify the CSI Indemnified Parties against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of CSI, its agents, contractors, subcontractors, or employees.

16.2. Intellectual Property Infringement.

- a) Notwithstanding any other provision of this Agreement, if any Claim is asserted, or action or proceeding brought against the Customer that alleges that all or any part of the CSI Software, in the form supplied, or modified by CSI, or the Customer's use thereof, infringes or misappropriates any United States intellectual property right (including any copyright or patent or any trade secret right), the Customer, upon notice of such assertion, shall give CSI prompt written notice thereof. CSI shall defend, and hold the Customer Indemnified Parties harmless against, any such Claim with counsel of CSI's choice and at CSI's expense and shall indemnify the Customer Indemnified Parties against any liability, damages, and costs resulting from such Claim. The Customer shall cooperate with CSI in the defense of any Claim, and shall, if appropriate, make employees available as CSI may reasonably request with regard to such

defense. This indemnity does not apply to the extent that such a Claim is attributable to (i) modifications to the CSI Software made by the Customer or at the request of the Customer, (ii) integration of the CSI Software with any Third Person Software, (iii) any third party actions or modifications pursuant to the Customer's directions or instructions, or (iv) upon the unauthorized use of the CSI Software by the Customer. If any of the foregoing causes in the preceding sentence are the result of any Claims, the Customer shall defend and hold the CSI Indemnified Parties harmless in accordance to the above procedures.

b) Mitigation. If the CSI Software becomes the subject of a claim of infringement or misappropriation of a United States copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, CSI shall, at its sole discretion, and expense, select and provide one of the following remedies, which selection shall be in CSI's sole discretion:

- i. replace the CSI Software with a compatible, functionally equivalent, non-infringing system; or
- ii. modify the CSI Software to make it non infringing; or
- iii. procure the right of the Customer to use the CSI Software as intended.

17. TAXES

17.1. Tax Exempt Status. If the Customer is a governmental tax-exempt entity, it shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. Otherwise, the fees paid to CSI pursuant to this Agreement are exclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement and based upon or measured by CSI's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by CSI in performing its obligations herein, including all personal property and use taxes, if any, due on equipment or software owned by CSI.

17.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed pursuant to or arising from the terms of this Agreement.

18. INSURANCE

CSI shall provide proof of insurance for and maintain, at CSI's sole cost and expense, the following insurance coverage: (a) Industrial/Workers' Compensation Insurance protecting CSI and the Customer from potential CSI employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to CSI's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

19. TERM, SUSPENSION, AND TERMINATION

19.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until a) the Agreement is terminated for Cause pursuant to Section 19.3 or b) by agreement of the parties.

19.2. Suspension. The Customer may, in good faith for good cause, suspend the services to be performed under the Implementation Plan for a period of time by issuing a written order to stop work and by: a) making full payment to CSI concurrently therewith for all amounts due and owing to CSI, including, but not limited to, research, development and professional services fees and costs for work in progress but not yet delivered and up through the date of the written order to stop work and, b) making full payment

to CSI for all CSI software licenses purchased and, c) making full payment for any equipment CSI may have acquired to fulfill this Agreement. The written order shall set out the terms of the suspension. Upon receipt of the written order to stop work and payment in full for all software licenses and equipment, as well as full payment for all services performed up through the date of the written order to stop work, CSI shall stop all services and shall cease to incur costs to the Customer during the term of the suspension. CSI shall resume work when notified to do so by the Customer in a written authorization to proceed. CSI shall have no liability whatsoever for delays in the Implementation Plan caused by the Customer's suspension of services. In no event shall CSI be required to resume services after three (3) months following the date of the written order to stop work and CSI shall have the right to terminate this Agreement as detailed in Section 19.3 below.

19.3. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section.

a For purposes of this Section, "Cause" means either:

i a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

ii the failure by the Customer to timely pay when due any fees and expenses owed to CSI pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after CSI provides written notice of its intent to terminate for failure to pay;

iii breach of Sections 3 or 12;

iv a suspension of services by the Customer pursuant to Section 19.2 that lasts for at least three (3) months; or

v if either party as applicable becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

b No Party may terminate this Agreement under this Section 19.3 until it notifies the other Party in writing of the existence of such material breach, provides the alleged breaching Party with time to cure such alleged breach, cooperates with the alleged breaching Party during time period on a good faith basis to cure such alleged breach, and complies in good faith with the dispute resolution procedures set forth in Section 20 following such period. The cooperation procedures set forth in this Section 19.3(b) do not apply for a termination for Cause as defined in Section 19.3 (a)(ii),(a)(iii),(a)(iv), or (a)(v).

c In the event either Party terminates this Agreement pursuant to this Section 19.3, each Party shall return all Licensed Property, products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein to the Licensed Property shall automatically terminate. In the event CSI terminates this Agreement pursuant to this Section 19.3, all fees due and payable under this Agreement prior to the date of termination that remain unpaid shall be promptly paid by Customer to CSI and Customer shall not be entitled to a refund for any fees previously paid by Customer to CSI under this Agreement. In the event Customer terminates this Agreement pursuant to this Section 19.3, CSI shall promptly refund any fees pre-paid by Customer for any unused Licensed Property.

d Survival. The following provisions shall survive after the Term of this Agreement: 3;12;13;15;20; and 21.

20. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by the Customer and CSI's Director of Project Management ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to an executive officer designated by the Customer and CSI's President, Vice President, or Chief Operating Officer ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 20 are confidential to the extent permitted by law and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief.

21. MISCELLANEOUS

21.1. Assignment. Neither Party shall assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

21.2. If assigned pursuant to 21.1, Agreement shall be binding upon same instrument and inure to the benefit of each of the Parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.

21.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

21.4. Notices. Except as otherwise expressly specified herein, all notices except service of process, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties or delivered by electronic means to the person designated to receive such electronic notice. For other than electronic notices, all notices, requests, or communications shall be deemed effective upon personal delivery or three business (3) days following deposit in the mail.

21.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same. The Parties acknowledge and accept that signatures sent via facsimile and/or email in a PDF document shall be as legally binding as signatures upon originals.

21.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

21.7. Entire Agreement. This Agreement and referenced attachments herein constitute the entire understanding and contract between the Parties.

21.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party or as otherwise provided herein (e.g., Change Confirmations). All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

21.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

21.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

21.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of Florida, without regard to or application of choice of law rules or principles.

21.12. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

21.13. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

21.14. Force Majeure. With the exception of any overdue payment of fees hereunder, no Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

21.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3 and 12 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

21.16. Attorneys' Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), neither Party shall be entitled to recover attorneys' fees or costs. This provision is specifically agreed upon to encourage good faith resolution of performance or fee issues and to discourage litigation.

21.17. Order of Precedence. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or description of any task, subtask, deliverable, good, service or other work, between the main pages of this Master Services Agreement and the attachments, or between the attachments or components thereof, in the absence of an express statement to the contrary, such conflict or inconsistency shall be resolved by giving precedence according to the following order of priority: (i) CSI Quotations; (ii) Change Orders; (iii) Authorization Orders; (iv) Statements of Work; (v) Software Maintenance Agreement; and (vi) the main pages of this Master Services Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto as of the date first above written.

**Sal, Johnson & associates, Inc. d/b/a
Computing System Innovations**

Hidalgo County Texas

By: _____

By: _____

Name: Henry Sal

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Address: 791 Piedmont Wekiwa Road
Apopka, Florida 32703

Address: _____

Exhibit A
Software Maintenance Agreement

Exhibit B
CSI Confidentiality Agreement

Exhibit C
Statement of Work
(to be attached)