CENIT NORTH AMERICA INC.
TERMS AND CONDITIONS FOR THE MAINTENANCE OF SOFTWARE

Each Purchase Order for Maintenance Services placed with CENIT North America Inc. ("CENIT") is subject exclusively to these terms and conditions including all schedules and addenda (collectively, this "MSA"), which shall apply to and form a part of every Purchase Order confirmation ("Order Confirmation") issued by CENIT with respect to CENIT maintenance services and shall supersede and replace any other terms and conditions appearing on any Customer Purchase Order form. Nothing contained in or attached to any Order Confirmation will operate to modify or add to the terms and conditions of this MSA unless it is the mutual intent of the parties as stated in writing to so modify or add to these terms and conditions in respect to a specific Purchase Order.

1. Definitions.

1.1. Effective Date: The date specified in the Order Confirmation.

1.2. Maintenance Services: The Software maintenance services, as specified in the Order Confirmation, to be provided to Customer under the terms of this MSA.

1.3. Software: The CENIT software licensed to Customer, as specified in the Order Confirmation and as updated, enhanced or replaced through Updates.

1.4. Third Party Software: Any software licensed to CENIT by a third party software vendor and sublicensed to Customer by CENIT, and any software licensed directly to Customer by a third party software vendor.

1.5. Term: From the Effective Date until terminated as provided in this MSA.

1.6. Update: Any update or new release of the Software that CENIT provides to its customers generally and does not market separately, exclusive of Upgrades (defined in Section 5.2).

2. Scope of Maintenance Services

2.1. Type of Maintenance Services. The Maintenance Services provided by CENIT may include one or more of the following services:

(a) Hotline Service, as described in Section 3

(b) Level Two Support Service, as described in Section 4

(c) Update Service, as described in Section 5

2.2. Third Party Software Excluded. Unless otherwise agreed by the parties, CENIT shall not provide Maintenance Services or any other services with respect to any Third Party Software.

2.3. Future Versions of the Software. The terms of this MSA shall apply to Maintenance Services for the Software, as such Software may be updated, enhanced or replaced through Updates. After a new version of the Software is released, Maintenance Services for the previous version will continue for six (6) months before being discontinued for the previous version.

3. Hotline Service

3.1. Scope of Level One Hotline Service. CENIT's "Hotline Service" provides first level support. The Hotline Service responds to initial phone calls or other inquiries concerning suspected Errors in or questions about the Software and performs certain related Maintenance Services, such as call logging and validation, assistance in problem source identification, problem analysis, problem resolution, and the delivery of preventive and corrective service information. An "Error" exists if the Software (i) does not function as described in the Software documentation, (ii) gives incorrect or inaccurate results, (iii) acts in a random or uncontrollable manner, or (iv) otherwise fails to work according to its agreed functions so that the normal use of the Software is significantly impaired.

3.2. Error Resolution. The Hotline Service shall use reasonable efforts to analyze or reproduce suspected Errors and help Customer to resolve them utilizing patches, Error corrections or instructions that may be provided by: (i) CENIT's Level Two Support Service for technical support as set forth in Section 4, (ii) the respective third party manufacturer or (iii) another party, as appropriate.

3.3. Hours of Operation and Contact Information. The Hotline Service shall be available for Customer's use during CENIT's regular business hours from 9 a.m. to 4 p.m. Eastern Time on normal working days (Monday through Friday, not including state and federal holidays) at CENIT's place of operation. The Hotline Service can be reached as follows:

(a) by telephone at 248-276-8540

(b) by fax at 248-856-2478

(c) by email at online-support@cenit.de

(d) online at http://support.cenit.de

4. Level Two Support Service

4.1. Scope of Level Two Support Service. CENIT's "Level Two Support Service" provides second level support for Errors and other issues raised by the Software that are not resolved by the Hotline Service.

4.2. Error Resolution. The Level Two Support Service shall identify the source of an Error and either resolve the Error or provide a work around, to the extent that the Error is not resolvable within a reasonable period of time and at reasonable expense. If the Error involves a Third Party Software issue, CENIT may contact and rely on the respective Third Party Software manufacturer to help resolve the Error.

4.3. Hours of Operation. CENIT shall provide Level Two Support Services only during CENIT's regular business hours, as described in Section 3.3. The performance of Maintenance Services outside of such hours will be considered by CENIT on an individual basis, with input from Customer, and may require the payment of additional fees by Customer.

4.4. Error Classification. The Level Two Support Service staff shall classify the Errors reported by the Hotline Service according to the following priority levels:

(a) **Priority P1: Prevention of Operations**. A Priority P1 Error occurs if, due to a Software malfunction, the Software either (i) totally ceases to function, or (ii) produces incorrect results or is otherwise functionally restricted to the point that Customer's core business processes are materially impaired (e.g., through extremely long response times, such that the Software is virtually impossible to use for an unreasonably long period of time).

(b) **Priority P2: Normal Disturbance of Operations**. A Priority P2 Error occurs if, due to a Software malfunction, the Software is still functional but produces incorrect results or has unreasonably long response times, such that Customer's business is materially impaired.

(c) **Priority P3: Other Disturbances**. A Priority P3 Error occurs if the Software can still be used and there is no materially adverse effect on Customer's business.

4.5. Response Times. CENIT's Level Two Support Service will meet the following target "Response Times," measured from the time the Hotline Service receives the information described in Section 7.1 ("Call Receipt"), and thereafter during CENIT's regular business hours as set forth in Section 3.3. For example, if Customer reports a Priority P3 Error at 1:00 p.m. on a Friday at CENIT's place of operation, then CENIT will meet the eight hour Response Time target for Priority P3 Errors by responding before

1:00 p.m. the following business day at CENIT's place of operation (which would be Monday, unless that Monday is a holiday). The target Response Times are as follows:

(a) **Priority P1**. Response time - 4 hours
(i.e., calls received with the necessary information by 12:00 p.m. will be passed on to and addressed by the Level Two Support Service on the same day)

(b) **Priority P2**. Response time - 6 hours

(c) **Priority P3**. Response time - 8 hours

An adequate response within the respective Response Time shall be deemed to have been given if a qualified staff member of CENIT's Level Two Support Service actively works on the reported Error and initiates the handling of the Error by telephone, email, remote access to Customer's systems or, if necessary, in the event of a Priority P1 Error, by carrying out Maintenance Services on Customer's premises.

4.6. Escalation Procedure for Priority P1 Errors. If a Priority P1 Error cannot be resolved within eight hours (during CENIT's business hours as set forth in Section 3.3) of Call Receipt, an escalation procedure shall be initiated by CENIT Level Two Support Service staff. In such an event, CENIT shall designate a staff member who will oversee resolution of the Error and will coordinate all measures that are necessary both internally and externally for resolving the Error ("Designated Staff Member"), and provide the name and contact information of the Designated Staff Member to Customer. These Error resolution measures will, for example, include:

(a) Preparing an action plan with input from Customer;

(b) Informing and keeping CENIT's management up to date;

(c) Placing inquiries with and following up with CENIT's development department and, if necessary, the respective Third Party Software development department.

The Designated Staff Member shall serve as Customer's key contact person and shall keep Customer reasonably informed of the measures being taken to resolve the Error. After resolving an Error escalated in accordance with this Section, Customer's system may be monitored for a reasonable time thereafter in order to determine the effectiveness of the resolution. During this time, the Designated Staff Member will continue to serve and assist Customer with respect to this issue.

4.7. Procedure for Priority P2 and P3 Errors. For Priority P2 and P3 Errors, the CENIT Hotline Service staff member who received Customer's call shall serve as Customer's key contact while the Error is being resolved. The respective Hotline Service staff member

shall coordinate the resolution of the Error and keep Customer reasonably informed regarding the progress made in resolving the Error.

5. Update Service

5.1. Scope of Update Service. As part of its "Update Service," CENIT shall provide Updates to Customer. Updates and related documentation shall be provided on machine-readable data storage media in object code format. Customer shall be responsible for installing Updates on Customer's system within a reasonable time after receipt.

5.2. Excluded Software. The Update Service does not include upgrades and versions of CENIT's software that include new and improved functions that are separately sold by CENIT as new standard programs or standard modules ("Upgrades"). Licenses for such Upgrades may purchased by Customer at CENIT's then-current list prices.

5.3. Governing Terms for Updates. CENIT's standard Software License Terms and Conditions shall apply to any Updates provided to Customer and CENIT's standard Delivery and Implementation Services Terms and Conditions shall apply to any delivery and implementation services provided for Updates.

6. Exclusions from Maintenance Services

6.1. Excluded Services. The Maintenance Services provided by CENIT under this MSA shall not include services:

(a) outside of CENIT's regular business hours as set forth in Section 3.3;

(b) for the Software if it is used contrary to the terms of CENIT's standard Software License Terms and Conditions or, issues associated with Third Party Software, if it is used contrary to the terms of its respective manufacturer's license agreement;

(c) for the Software if it is modified by Customer or a third party;

(d) for Errors that are not reproducible;

(e) for Errors caused by Customer that could have been avoided if Customer had carefully consulted the Software's documentation;

(f) for failures of the Software due to virus infestation or other external influences for which CENIT is not responsible;

(g) for failures of the Software that are due to defects of the hardware, the operating system, or other software programs; or

(h) for the reconstruction of Customer's data if the data was not backed up regularly or was not sufficiently secured against loss in accordance with Section 7.4.

6.2. Further Excluded Services. The Maintenance Services provided by CENIT under this MSA shall not include services for (i) installing the Software and Updates provided by the Update Service in accordance with Section 5.1; (ii) modifying the Software code for resolving Errors; or (iii) training Customer's staff in the use or administration of the Software. At Customer's request, CENIT, in its sole discretion, may perform such services for Customer for an additional fee.

6.3. Fees Related to Customer Site Change. Customer shall notify CENIT immediately if it changes the location where the Software is installed. If additional expenses are incurred by CENIT as a consequence of the change in the Software's location, the fees for Maintenance Services shall increase by the amount attributable to the expenses incurred due to the change in location.

7. Customer's Responsibilities

7.1. Reporting Errors. When using the Hotline Service, Customer shall be obligated to provide CENIT with all information necessary for analysis and repair of a Software Error, including providing all available failure reports, system logs, log files, interim and test results, as well as any other documentation and information necessary for analyzing and handling the Error. The information furnished to CENIT shall further include (i) the type of Error, (ii) the circumstances under which the Error occurs, and (iii) the work that has been carried out to remove the Error. The Error must be described in sufficient detail such that it can be reproduced. If CENIT carries out an error analysis at Customer's request and the analysis shows that there is no error that CENIT is obligated to resolve under this MSA, CENIT may invoice Customer for the corresponding expenditure based on CENIT's then-current hourly rates.

7.2. Access to Customer's Systems. When using the Level Two Support Service, Customer shall grant CENIT and/or the persons commissioned by CENIT unrestricted access to the Software and the system on which the Software is installed. Customer shall maintain connectivity between itself and CENIT and provide CENIT with a suitable infrastructure for remote access to the Software in order to resolve the Error.

7.3. Customer's Contacts. Customer shall designate up to three authorized and qualified contact persons on Schedule 1 ("Primary Support Contacts"). All support-related issues must be communicated to CENIT's Hotline Service through Customer's

Primary Support Contacts. Additionally, Customer shall designate one staff member working at the place the Software is installed as the principal contact person ("Principal Support Contact"). The Principal Support Contact will make all Customer decisions pertaining to the Maintenance Services and will make such decisions without undue delay.

7.4. Data Backup Procedures. Customer shall perform full data backups of the data entered into and used by the Software at regular intervals in accordance with the specifications provided by CENIT or the respective manufacturer of Third Party Software from the Effective Date until the termination of this MSA. In the absence of such specifications, data backups must be made according to the generally accepted principles of secure data processing. Customer shall periodically check the backups to ensure that they are error-free. Data backup procedures shall include off-site storage of backup data.

8. Fees; Payment

8.1. Fees. Unless otherwise indicated in an Order Confirmation, Customer shall pay fees for the Maintenance Services as specified on CENIT's price list, which may be modified from time to time. Unless otherwise agreed, fees for Maintenance Services will commence on the Software delivery date or, if CENIT will be responsible for installing the Software on Customer's system, on the Software installation date.

8.2. Time for Payment. Customer shall pay fees for Maintenance Services annually in advance and will be invoiced at the beginning of each calendar year. Timely payment of fees for Maintenance Services is a prerequisite for the provision of the Maintenance Services in the respective calendar year.

8.3. Invoice for Maintenance and License Fees. If the Maintenance Services are for Software that Customer has licensed from CENIT, the initial fees for Maintenance Services will be invoiced with the Software license fees. Unless otherwise agreed in writing, Customer shall pay the full invoiced amount, without any discounts or deductions, by the date indicated on the invoice. All amounts not paid by the due date on the invoice shall be deemed overdue.

8.4. Maintenance Fees for Additional Licenses. Fees for Maintenance Services shall depend on the number of Software licenses purchased by Customer. If Customer purchases additional Software licenses during the Term of this MSA, the fees for the Maintenance Services will increase based on the number of additional licenses purchased. Maintenance fees for such additional licenses shall begin to accrue from the time Customer begins to use the additional licenses.

8.5. Fee Adjustments. CENIT reserves the right to increase the fees for Maintenance Services effective the first day of each calendar year during the Term, provided that it gives Customer notice of any such increase three months prior to the end of the then-current calendar year. If the increase in fees exceeds 5%, Customer shall be entitled to terminate this MSA by written notice one month prior to the end of the then-current calendar year.

8.6. Expenses. Customer shall be responsible for its own expenses and for CENIT's travel, lodging, meal and other out-of-pocket expenses associated with Maintenance Services provided to Customer by CENIT.

8.7. Taxes. The fees listed in CENIT's price list do not include taxes. If CENIT is required to pay any taxes for Maintenance Services, then such taxes shall be billed to and paid by Customer. This does not apply to any taxes based on CENIT's net income.

8.8. ISP and Telecommunication Charges. Customer is solely responsible for Customer's internet service provider, telecommunications and other similar charges.

8.9. Overdue Payments. If all or any significant part of any invoiced amount is overdue, CENIT may withhold all further Maintenance Services until such amount is paid in full. CENIT reserves the right to charge a late fee of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on all amounts due hereunder which are not paid in full fifteen (15) days from the date of invoice. Customer shall reimburse CENIT for all collection and legal fees incurred by CENIT in collection efforts pertaining to amounts which are not paid in full at the time specified on the respective invoice.

8.10. Method of Payment. . Unless otherwise agreed, CENIT will not accept payment in the form of a check or a bill of exchange. Acceptance of a bill of exchange or check in itself does not constitute formal payment. Payment shall be deemed made at the time the bill or check has cleared and the funds are available in CENIT's account(s). Further, regardless of the maturity dates of accepted bills of exchange, CENIT is further entitled to demand payment in cash subject to the restitution of the bills. All costs and expenses for the discounting or collection of bills of exchange and checks shall be borne by Customer.

8.11. Disputed Amounts. Customer is not entitled to set counterclaims off against claims of CENIT except counterclaims that are based on this MSA and either have been expressly admitted by CENIT or have been recognized by a declaratory judgment that is not subject to appeal.

8.12. Suspension of Maintenance Services. In the event Customer fails to pay any amount when due or is in violation of any other material term of this MSA, CENIT, in its sole discretion, may suspend the Maintenance Services.

9. Term; Termination

9.1. Term. The Term of this MSA shall commence on the Software delivery date or, if CENIT will be responsible for installing the Software on Customer's system, on the Software installation date. The Term shall remain in effect for the duration specified in the Order Confirmation or elsewhere in this MSA, unless this MSA is terminated earlier in accordance with the terms set forth in Section 9.2 or Section 9.6. If the Term is not specified in this MSA, the Term shall remain in effect for the term of the applicable CENIT North America Software License Agreement, unless this MSA is terminated earlier in accordance with the terms set forth in Section 9.2 or Section 9.6.

9.2. Notice of Termination. After this MSA has been in effect for twelve (12) months, provided that Customer does not have a term license as described in Section 9.4, either party may terminate this MSA at the end of a calendar year, provided it delivers written notice of termination to the other party at least three months prior to the end of the calendar year. CENIT shall not be obligated to return any fees paid by Customer if this MSA is terminated in accordance with this Section 9.2.

9.3. Partial Termination of Maintenance Services. To the extent that the fees for Maintenance Services can be divided, the Maintenance Services for certain CENIT Software products, but not others, may be terminated without terminating this entire Agreement. In such a case, the fees for Maintenance Services will be reduced proportionately by the amount attributable to the terminated Maintenance Services.

9.4. Maintenance Services Cannot Be Terminated for A Term License. Maintenance Services may not be terminated for Software for which Customer has a term license, i.e., a license that is in effect for a limited duration. In such case, this MSA may only be terminated concurrently with the termination of the respective CENIT North America Software License Agreement. The termination of the Software license shall be governed exclusively by the terms of the CENIT North America Software License Agreement.

9.5. Concurrent Termination With License Agreement. If Customer has entered into the CENIT North America Software License Agreement and such agreement terminates, then this MSA shall terminate concurrently with the CENIT North America Software License Agreement. The termination of the Software license shall be governed exclusively by the terms of the CENIT North America Software License Agreement. In the event that this MSA terminates in accordance with this Section 9.5, CENIT shall not be obligated to return any fees for Maintenance Services already paid by Customer.

9.6. Termination. Either party shall have the right to terminate this MSA immediately, regardless of its Term, if (a) the other party breaches any material provision of this MSA; (b) a receiver is appointed for the other party or its property, the other party makes an assignment for the benefit of its creditors, proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law or the other party liquidates or dissolves or attempts to do so; or (c) such termination is allowed by the Order Confirmation. Further, CENIT may terminate this MSA with no prior written notice if Customer (i) violates a confidentiality obligation or (ii) experiences a change in control, as provided in Section 9.7. CENIT shall not be obligated to refund any fees paid by Customer if this MSA is terminated in accordance with this Section 9.6.

9.7. Change in Control. Customer acknowledges the importance of CENIT knowing the party possessing and controlling the use of CENIT's Confidential Information, including CENIT's Software. Customer agrees, therefore, that CENIT has the right to terminate this MSA for cause in the event that Customer (i) transfers a majority interest in ownership and/or the control of Customer to any person or entity; (ii) consolidates with or merges into or with another entity, or acquires all or substantially all of the assets or stock or other ownership of any person or entity; or (iii) sells or transfers all or substantially all of its assets to any person or entity.

9.8. Written Notice of Termination Required. All notices of termination must be provided to the other party in writing in accordance with Section 14.1.

9.9. Nonexclusive Remedy. Termination of this MSA by either party shall be a nonexclusive remedy for breach and shall be without prejudice to any other right or remedy of such party.

10. Confidentiality

10.1. Definition of Confidential Information. The parties expressly acknowledge that in the course of their performance hereunder, CENIT may learn or have access to certain confidential business information of Customer and Customer may learn or have access to certain confidential business, trade secret, proprietary or other like information or products of CENIT or of third parties, including, but not limited to, the Software, the Third Party Software and their respective characteristics, performance specifications, database architecture and documentation, CENIT's plans, processes and techniques and CENIT's prices, fees and payment terms (the "Confidential Information"). Notwithstanding anything in this MSA to the contrary, except as provided in this Section 10, the party receiving the information (the "Receiving Party") will keep strictly confidential any Confidential Information that it learns from the party disclosing such information (the "Disclosing Party").

10.2. Exclusions. The term "Confidential Information" shall not include any product or information that: (i) is in the public domain or enters the public domain through no fault of the Receiving Party; (ii) was known by the Receiving Party prior to the commencement of discussions regarding the subject matter of this MSA; (iii) is or was independently developed by the Receiving Party; or (iv) is or was rightfully disclosed to the Receiving Party by a third party without continuing restrictions on its use or disclosure. Further, either party may disclose Confidential Information to the extent required by law or legal process, provided that the party producing the information uses reasonable efforts to give the other party a reasonable opportunity to intervene to prevent or limit such disclosure.

10.3. Return of Confidential Information. Each party agrees that it will return to the Disclosing Party, upon the Disclosing Party's request, any Confidential Information belonging to the Disclosing Party and copies thereof, except such Confidential Information whose retention may be required for the performance of either party's duties hereunder.

11. Remedies; Warranty Disclaimer

11.1. Remedies. CENIT's sole obligation, and Customer's sole remedy, in the event the Software fails to substantially perform the functions described in the applicable documentation, shall be for CENIT to correct any Errors in such Software.

11.2. IMPLIED WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS MSA, THE MAINTENANCE SERVICES, THE SOFTWARE AND ANY THIRD PARTY SOFTWARE, HARDWARE AND OTHER EQUIPMENT ARE PROVIDED "AS IS," AND CENIT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE THIRD PARTY SOFTWARE, ANY HARDWARE, ANY OTHER EQUIPMENT OR THE RESULTS THAT MAY BE OBTAINED BY USING THEM, AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND TITLE.

12. Limitations of Liability

12.1. Force Majeure. Neither party will be liable for any failure or delay in performing under this MSA, other than with respect to any payment due hereunder, where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, war, acts of rebellion, laws or regulations, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or Software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

12.2. Cumulative Liability; No Consequential Damages. CENIT's cumulative liability to Customer for any and all proven, direct and foreseeable damages related to the Maintenance Services or otherwise arising out of this MSA shall not exceed the total amount of fees paid by Customer to CENIT under this MSA during the twelve months immediately preceding the event giving rise to the liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS MSA, CENIT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT CENIT WAS NOTIFIED OF THE POSSIBILITY OF THE SAME, ARISING OUT OF THIS MSA.

12.3. No Liability for Third Parties. Customer acknowledges that CENIT is in no manner responsible for any action or inaction of any third party, including, without limitation, financial or credit reporting institutions, real estate brokers, appraisers, moving and storage firms, merchants, Software vendors or internet service providers. Any "authorization" by CENIT of any such third party does not constitute a representation or warranty with respect to the third party or its products or services, but rather, merely indicates that the third party is authorized to market the product or services at issue through CENIT.

12.4. Third Party Software Limitation. Customer further acknowledges and agrees that IN NO EVENT WILL CENIT OR THE SUPPLIER(S) OF THE THIRD PARTY SOFTWARE BE LIABLE TO CUSTOMER FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT CENIT OR THE SUPPLIER(S) WAS NOTIFIED OF THE POSSIBILITY OF THE SAME, ARISING OUT OF THIS MSA.

12.5. No Liability for Actions based on Inaccurate Information. Customer acknowledges that, in performing its duties under this MSA, CENIT will necessarily rely upon information, instructions and services from Customer, employees and agents of Customer or of Customer's clients, financial and credit institutions, real estate brokers, appraisers, moving and storage firms, merchants, Software and hardware CENITs, internet service providers and other third parties. Customer fully assumes the risk associated with errors in such information, instructions and services.

12.6. Limitation on Actions. Any action by either party must be brought within one (1) year after the cause of action arose.

12.7. Limitations Reasonable. Customer acknowledges that the exclusion and limitation of remedies provided under this MSA are neither unreasonable nor unconscionable and if CENIT's liability had not been so limited, the fees charged to Customer hereunder would have been substantially higher.

13. Miscellaneous

13.1. Third Party Involvement. CENIT may provide the Maintenance Services through or with the assistance of CENIT's trusted third party service providers.

13.2. Notices. All notices required or permitted to be given hereunder by one party to the other shall be deemed to have been duly given only if in writing and delivered by: (a) hand delivery, (b) certified mail, return receipt requested, postage prepaid, (c) overnight courier, (d) facsimile, or (e) electronic mail ("email"), in each case directed to the persons and at the addresses or facsimile numbers specified in this MSA, or such other person(s), address(es) and number(s) as to which notice has been given pursuant to this Section 13.2. All notices shall be deemed received as follows: (a) if hand delivered, on the date of delivery, (b) if mailed, on the date of receipt appearing on the return receipt card, (c) if sent by overnight courier, on the date receipt is confirmed by such courier service, (d) if sent by facsimile, on the date of receipt printed by the facsimile machine when it reports that the transmission is complete, or (e) if sent by email, 24 hours after the message was sent, provided that any notice relating to a default or claim of default under this MSA that is sent by facsimile or email, must also be sent by one of the other methods described above.

13.3. Entire Agreement. Each party acknowledges that it has read this MSA, understands it, and agrees to be bound by its terms. The parties further agree that this MSA and the Order Confirmation are the complete and exclusive statements of the agreement of the parties with respect to the subject matter of this MSA and that they supersede all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to such subject matter. The terms of this MSA, if applicable, shall apply to other products and services provided by CENIT that are associated with the Maintenance Services, unless these terms conflict with those in another agreement entered into by Customer with CENIT for those specific products or services, in which case, the terms of that agreement shall control. Any modifications to this MSA must be in writing, signed by both parties. This MSA may not be modified except by a written instrument duly executed by the parties hereto.

13.4. Assignment. Customer shall not assign any of its rights or obligations under this MSA without the prior written consent of CENIT (which shall not be unreasonably withheld), and any such attempted assignment shall be voidable at CENIT's election and deemed a material default of this MSA.

13.5. Relationship of the Parties. Nothing in this MSA shall be construed to create a partnership, agency relationship, or joint venture between the parties hereto.

13.6. Marketing Practices. Customer shall (i) conduct business in a manner that reflects favorably at all times on the Software and Maintenance Services, and the good

name, goodwill and reputation of CENIT; (ii) not employ deceptive, misleading or unethical practices that are or might be detrimental to CENIT, the Software, the Maintenance Services or the public, including disparagement of CENIT, the Software or the Maintenance Services; (iii) not make any false or misleading representations with regard to CENIT, the Software or the Maintenance Services; (iv) not publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material; and (v) not engage in illegal or deceptive trade practices, or any other practices proscribed under this Section 13.6.

13.7. Survival of Rights and Obligations. The rights and obligations of the parties contained in Sections 1, 6, 8 and 10-13 shall survive any termination of this MSA.

13.8. Severability. If any part of this MSA shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

13.9. Choice of Law; Jurisdiction. This MSA shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles that would cause the laws of any jurisdiction other than the State of Michigan to be applied, and to the exclusion of the provisions of Private International Law and the United Nations Convention on Contracts for the International Sale of Goods. In furtherance of the foregoing, the internal laws of the State of Michigan will control, even if under choice of law or conflict of law analysis the substantive law of some other jurisdiction ordinarily would apply. The state or federal courts or tribunals sitting in or near Auburn Hills, Michigan, shall have sole jurisdiction over any claims by Customer against CENIT arising under or related to this Agreement.

13.10. Headings. The section headings used in this MSA are intended solely for convenience and shall be given no effect in the construction or interpretation of this MSA.

Schedule 1:
Customer's Support Contacts

Customer: Please fill out the information below and promptly mail or fax this schedule to CENIT at the address or fax number on the Order Confirmation.

Please designate the Principal Support Contact below. The Principal Support Contact shall make all Customer decisions required for the Maintenance Services in a timely manner, without undue delay.

Principal Support Contact

Name: _____

Phone Number: _____

E-mail Address: _____

Please designate up to three Primary Support Contacts below. All support-related issues must be communicated to CENIT's Hotline Service through the Primary Support Contacts.

Primary Support Contacts

Primary Support Contact #1:

Name: _____

Phone Number: _____

E-mail Address: _____

Primary Support Contact #2:

Name: _____

Phone Number: _____
E-mail Address: _____

Primary Support Contact #3:

Name: _____

Phone Number: _____
E-mail Address: _____