

DBR SYSTEMS TERMS AND CONDITIONS OF SALE

This Professional Services Agreement ("Agreement"), is made by and between DBR SYSTEMS ("Seller") has experience and expertise in providing information systems planning analysis, design and development, and management, technical and project consulting ("Services"); and ("Customer") desires to use such Services to meet its business needs. Therefore, the parties agree as follows.

Issuance of a Purchase Order from Customer indicates acceptance of these terms and conditions of sale. These terms and conditions of sale (along with any directly associated written Seller specification or quotation) exclusively will govern the sale or licensing by Seller of all goods and services. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's headquarters. Seller objects to other terms and conditions that may be proposed by the customer not otherwise consistent with these or other terms and conditions set forth in Seller's written specification, quotation or order acknowledgment.

CONFIDENTIALITY

Proprietary information includes, but is not necessarily limited to Licensed Products, processes, formulas, data, programs, know-how, improvements, discovery, developments, designs, inventions, techniques, marketing plans, strategies, forecasts, unpublished financial statements, budgets, projections, client lists, other information which has commercial value in the business in which the parties are engaged. Seller and customer jointly and mutually agree to hold each other's proprietary information in confidence at least to the same extent that it protects its own similar confidential information and to take all reasonable precautions consistent with generally accepted standards in the data processing industry to safeguard the confidentiality of this information. No portion of the Proprietary Information may be disclosed, furnished, transferred or otherwise made available by seller, or customer to third parties except to those of its employees (or subcontractors who have entered into a confidential agreement) who need to use such Proprietary information in their duties related to this agreement. Seller and customer agree to take appropriate action by instruction, agreement and otherwise with such employees (or subcontractors) to inform them of the proprietary and confidential nature of such information and to obtain their compliance with the terms of this agreement. The obligations of this section will survive the termination of the agreement.

Customer recognizes seller to be a supplier of information systems-related professional services and that seller actively markets software products as part of its business. Seller assumes no responsibility arising out of information and know how furnished by customer to seller.

This paragraph shall survive the termination of the agreement, however, it shall not apply to information, which is in the public domain, is independently developed by seller or is made known to seller by someone other than customer

All documents transferred between seller and customer are considered confidential and proprietary. The attached proposal, DBRS-A001 and DBRS-A002 are also considered confidential and proprietary information between seller and customer.

PAYMENT

Net thirty (30) days from date of invoice with ongoing approved credit as determined by Seller. Seller reserves the right to suspend any further performance under this agreement or otherwise in the event payment is not made when due. Customer will be charged a 10% late fee each month for any balance more than (30) days overdue. Customer will be charged the maximum of \$250.00 or a 25% Annual Percentage Rate finance charge each month for any balance more than (30) days overdue. A finance charge will not be assessed on overdue finance charges.

Any and all changes to these payment terms must be pre-authorized by seller in writing. Acceptance of customer purchase order does not indicate acceptance of changes in payment terms.

MARKETING

Seller shall be allowed to use customer's name on its customer lists and disclose the same to its present and potential customers after execution of this agreement

QUOTATIONS

Written quotations are valid for (30) days from issue unless otherwise stated. Verbal quotations expire the same day they are made. All typographical and clerical errors are subject to correction.

CHANGES

Customer requested changes in scope of services must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, Seller reserves right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design.

PRICES

Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time and material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services.

LIABILITY LIMIT

Seller shall use its best efforts to provide the services required hereunder. Customer acknowledges seller is only able to provide services based on the quality of information and work specifications supplied by customer. Seller shall be indemnified and saved harmless by customer from and against all losses, claims, damages, penalties, cost, and expenses incurred by customer or Seller arising out of the performance or non-performance of Seller obligations under this agreement. Seller shall not be liable to customer for any special direct, indirect or consequential damages including, but not limited to, lost profits, even if the parties have knowledge of the possibility of such damages. In no event will seller be liable for incidental, indirect or consequential damages of any kind.

Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay. Customer agrees to, and does, indemnify and hold harmless seller against any and all loss or liability either direct or indirect, including all reasonable attorney fees for or on account of any claims, demands or suits for any actual or alleged infringement of any letters, patents, copyrights or trademarks, either domestic or foreign arising from the manufacture or sale of goods in accordance with patterns, designs, specifications, drawings, directions, technical information, or data furnished to seller by customer.

TERMINATION

This agreement shall commence upon execution and shall remain in full force and effect until terminated as hereinafter defined. No cancellation, suspension or variation of an order accepted by seller shall be valid unless agreed to by seller in writing. Seller reserves the right to assess cancellation or other charges to indemnify against all loss, including the profit on any part of an order that is cancelled. Seller may terminate contract at anytime with (30) days written notice to customer with no penalty or charge being assessed.