

PREVO TECHNOLOGIES INC DOCUBRAIN/TECHDOC MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

This Maintenance & Technical Support Agreement ("MTSA") is a legal agreement between you, either an individual or a single entity ("Customer"), and Prevo Technologies, Inc., a Tennessee corporation ("PTI") for PTI's Maintenance and Technical Support Services of the Product identified below. By using these Services, Customer agrees to be bound by the terms of this MTSA. If Customer does not agree to be bound by these terms, Customer may not use the Services.

1. DEFINITIONS

"Client" means a user or device that accesses a Document Manager or Search Manager installed on the Server.

"Document Manager" (and "DM") means the Server-side portion of the Product that Clients use to manage documents and perform other document management related tasks. A Document Manager cannot be installed on a Client.

"Documentation" means the manuals, user guides, and other materials provided by PTI to assist Customer in using the Products.

"Fix(es)" means a Workaround and/or additional or replacement lines of Software code provided by PTI to remedy a defect in the Materials that caused it to not operate substantially in accordance with its written specifications.

"Materials" means the Software and Documentation provided under a separate grant to Customer.

"Maintenance" means Services relating to any Updates that may become available by PTI during the Term of this MTSA if such Service has been elected by Customer and evidenced in a corresponding order form.

"Multiplexing" means hardware or software Customer uses to pool connections, reroute information, or reduce the number of Servers or Clients that directly access or use the Product.

"Problem" means hardware that does not operate in accordance with its written specifications; Software that does not operate substantially in accordance with its written specifications; or Documentation that is not correct.

"Product" means DocuBrain/TechDoc (including without limitation, Server Software and Client Software), including any computer software and Updates acquired from PTI, and any associated media, printed materials, online or electronic documentation, and Internet-based services. All references to the Product include instances of the Product.

"Target Response Time" means the elapsed time, in business days, from when PTI receives a request for assistance until PTI expects the commencement of assistance. Targeted Response Time does not include the time to resolve the request.

"Search Manager" means the Server-side portion of the Product that Clients use to search and retrieve documents located on one or more Document Managers. A Search Manager cannot be installed on a Client.

"Server" means a single computer, blade, or Virtual Machine running a single instance of the Document Manager and/or Search Manager.

"Services" or "Maintenance & Technical Support Services" means the maintenance and support to be provided pursuant to the terms of this MTSA repairing or replacing Product that does not operate in accordance with its written specifications.

"Software" means computer programs in machine-readable form granted to Customer under a separate software agreement by PTI for use on designated Server(s) and/or Client(s). Software does not include any version of Source Code and any operating system software installed on the Server(s) or Client(s).

"Source Code" means a high level program in that is not machine-readable.

"Start Date" means the date of the first invoice sent to Customer that shall begin the Initial Term (defined in Section 2).

"Support Period" means the initial 12 months following the Start Date (the "Initial Support Period"). The Support Period shall also include any subsequent 12 month renewal periods in which Customer has paid for Services.

"Special Services" means any Services provided that are not part of the Maintenance & Technical Support Services in Section 3 as well as any Services provided in excess of the Monthly Allotment or total maximum allotment defined in Section 3(2).

"System Administrator" means an employee or agent of Customer with sufficient training and experience to identify and isolate Problems and to provide sufficient information and assistance to PTI to be able to reproduce such Problems. The System Administrator or his/her delegate shall be the single point of contact with PTI when reporting Problems. PTI may require Customer to appoint a new System Administrator if PTI reasonably determines that the System Administrator does not possess the training or experience necessary to perform the required functions of the System Administrator or cannot communicate effectively with PTI's support personnel.

"Technical Support" means access to email and/or telephone based support personnel for the purpose of providing second line assistance to Customer's System Administrator with the standard business use of the Product as well as any Fixes.

"Updates" means subsequent releases of PTI Software that are generally made available for supported Software at no additional charge, other than media and handling charges, to correct design faults, discrepancies or defects ("bugs") in the Product. Updates are generally designated by the addition of or change in the letter appearing to the right of the initial major version number in the Product's version number (i.e., 7a vs. 7).

"Virtual Machine" means a software program or operating system that not only exhibits the behavior of a separate computer, but is also capable of performing tasks such as running applications and programs like a separate computer. A Virtual Machine, usually known as a guest is created within another computing environment referred to as a "host." Multiple virtual machines can exist within a single host at one time.

"Workaround" means a temporary solution to a Problem.

2. TERM AND TERMINATION

The term of this MTSA shall commence on the Start Date of the initial term and end 12 months thereafter (the "Initial Term"). Thereafter, this MTSA shall automatically renew for succeeding 12 month annual term(s), hereinafter known as the "renewal period(s)" (collectively "Term"); unless either party provides written notice on or before 30 days preceding an anniversary of the Start Date of its intent not to renew for the next annual period. The amount of charges for any renewal period for Services shall be at PTI's then current prices in effect at the time of such renewal. In the event of the termination of the underlying end user software agreement for the Product, it is the intent of the parties that this MTSA shall concurrently terminate. If Customer fails to pay any invoice in full within a period of 30 days after the same is due, PTI may terminate this MTSA upon 5 business days' notice to Customer without any liability to Customer whatsoever. Except for Customer's failure to make payments, as invoiced, either party may terminate this MTSA on notice if the other party has defaulted in the performance of its obligations under this MTSA, has breached any material provision of this MTSA, or becomes insolvent, invokes as a debtor any laws relating to the relief of debtors' or creditors' rights, or has such laws invoked against it as a debtor. Such termination shall be effective 30 days after notice, unless such default or breach has been cured or the terminating party is satisfied with other party's solvency within that time. Upon termination of the MTSA due to Customer's breach, PTI shall be entitled to accelerate all remaining payments for the Term and any prepaid fees shall not be refunded.

3. SOFTWARE MAINTENANCE & TECHNICAL SUPPORT

PTI provides the following software maintenance and technical support services and reserves the right to change or modify the Services at any time and from time to time upon 30 days written notice to Customer.

3.1 SOFTWARE MAINTENANCE

Delivery of Updates. Provided Customer has elected maintenance service and paid the applicable fees, whenever PTI makes Updates generally available to its users who have purchased Services, PTI will grant Customer a copy of the new release containing the Updates. Customer's use of all such Updates is

subject to this MTSA and the terms of the applicable software agreement previously entered into by Customer for the Materials.

3.2 TECHNICAL SUPPORT

Access to email and/or telephone Technical Support. Provided Customer has elected technical support and paid the applicable fees and subject to the level of support chosen, during its normal business hours of 8:30 a.m. to 5:30 p.m., Eastern Time, Monday through Friday (except US Federal Holidays), PTI will make a member of its technical support staff available by email and/or telephone to Customer's System Administrator to assist Customer in the standard business use of the Product. Customer's System Administrator will be responsible for the daily maintenance of the Product per the Documentation, and will provide the first line technical support of the Product to Customer's users. Technical Support includes assistance relating to any Fixes and Workarounds.

PTI provides the following levels of support for the Server Software and Client Software used in conjunction with Server Software:

Service Options	Server/Client Support Level			
	Non-Prod	Basic	Standard	Enterprise
Workflow Editors Supported ¹	0	0	1	5
Additional SM's Supported ²	0	0	1	3
Access to New Product Versions	✓	✓	✓	✓
Access to Product Patches	✓	✓	✓	✓
Email Support	✓	✓	✓	✓
Forum Support	✓	✓	✓	✓
Telephone Support		✓	✓	✓
Electronic Forms Support			✓	✓
Workflow Support			✓	✓
Rendering Support			✓	✓
Test Environment Supported			✓	✓
Remote Debugging				✓
After Hours Support ³				✓
Technical Account Manager ⁴				✓
Priority Service		↑	↑↑	↑↑↑
Target Response Time ⁵	6 days	3 days	2 days	1 day
Number of Customer Contacts ⁶	1	2	2	3

¹ Additional Workflow Editor Licenses with support can be purchased separately.

² Refers to the total number of additional Search Managers that can be run on other servers provided that the additional Search Manager(s) are only populated by Document Manager(s) running at the same or higher support level.

³ After Hours Support is subject to availability, must be prearranged, and approved by PTI.

⁴ A Technical Account Manager is a designated senior technical resource who works collaboratively with Customer to help you realize optimal performance and utilization of the Product.

⁵ Target Response Time is in business days; 8:30 am-5:30 pm ET, Mon-Fri, US Federal Holidays observed.

⁶ Refers to the number System Administrators that may contact PTI for support.

PTI provides the following levels of support for a standalone Workflow Editor used by customer without Server/Client Software Support:

Service Options	Standalone Workflow Support Level		
	Basic	Standard	Enterprise
Access to New Product Versions	✓	✓	✓
Access to Product Patches	✓	✓	✓
Forum Support	✓	✓	✓
Email Support		✓	✓
Telephone Support			✓
Priority Service		↑	↑↑
Target Response Time ¹	5 days	3 days	1 day

¹ Target Response Time is in business days; 8:30 am-5:30 pm ET, Mon-Fri, US Federal Holidays observed.

3.3 ADDITIONAL SERVERS

Each Server requires the purchase of a Maintenance & Technical Support contract ("Contract"). Virtual Machines and Multiplexing do not reduce the number of Contracts Customer needs.

4. SPECIAL SERVICES

Any Special Services performed are billed at the current published rates, with a four-hour minimum. Customer is also responsible for travel labor, Per Diem, and any reasonable travel and living expenses associated with on-site Special Services. Per Diem rates are determined by the Department of Defense Joint Travel Regulations. The hourly rate is measured from the time assistance is provided or arrival on-site whichever the case may be. Each additional hour or fraction thereof will be charged in thirty minute increments.

5. USE GRANT FOR REMOTE ASSISTANCE

Customer may permit any device to access and use Customer's authorized copy of the Product for the sole purpose of providing Customer with technical support and maintenance services.

Customer agrees that PTI and its affiliates may collect and use technical information gathered as part of the Technical Support Services provided to Customer, if any, related to the Product. PTI may use this information to ensure proper authorization of all copies of the Software as well as to improve PTI's products or provide customized services or technologies to Customer. PTI will not disclose this information in a form that personally identifies Customer to any third parties.

6. MAINTENANCE & TECHNICAL SUPPORT SERVICE EXCLUSIONS

Unless otherwise agreed to in writing by PTI, the Maintenance & Technical Support Services, and the charges quoted by PTI for such Services do not cover or include the following:

- A. Support of a Product which has been modified or repaired other than by PTI;
- B. Making specification changes or performing Services connected with the relocation of a Product;
- C. Modification or replacement of a Product, repair of damage, or increase in service time caused by failure to continually provide a suitable operational environment with all facilities prescribed by the applicable documentation; including, but not limited to, the failure to provide or the failure of adequate electrical power, temperature or humidity control, or computing environment;
- D. Modification or replacement of a Product, repair of damage, or increase in service time caused by the use of the Product for other than the purposes for which it is authorized or not in accordance with the Materials operating guidelines;
- E. Modification or replacement of a Product, repair of damage, or increase in service time caused by:
 - accident
 - natural or man-made disaster which shall include but not be limited to fire, water, wind, and lightning
 - transportation
 - neglect or misuse
- F. Modification or replacement of a Product, or increase in service time caused by the use of the Product in combination with other products or materials not furnished by PTI or in combination with other Product or materials furnished by, but not combined by, PTI;
- G. Backing up or restoring programs and/or data;
- H. Keying, importing, converting or manipulation of data;
- I. On-site or formal classroom training on the operation and use of the Product or Software;
- J. Creation of any new non-standard or customer-defined Software feature or ability; or
- K. Installation of the Product.

At Customer's request and in PTI's sole discretion, PTI may perform any of the foregoing services on a billable Special Service basis or as part of a separate professional services agreement. Customer agrees that any Services rendered pursuant to Customer's request for Service which is determined by PTI to have been caused by a problem set forth above will be considered a Special Service.

7. OBLIGATIONS OF CUSTOMER

Customer shall provide access to Customer's facilities and equipment in connection with PTI's performance of its obligations hereunder. No charge shall be made for such access and PTI will provide prior notification when such access is required;

Customer shall maintain a proper network connection near any Server used with a Product being maintained by PTI hereunder and provide access to a voice grade local telephone;

Customer shall be responsible for obtaining any required third party hardware and/or software, including updates thereto;

Customer's System Administrator must be present when any on-site Service is provided. If applicable, Customer agrees that if a representative is not present when PTI's technician arrives on site that no Service will be performed and Customer will be charged at the Special Service rate then in effect for such visit.

Customer may permit any device to access and use Customer's authorized copy of the Product for the sole purpose of providing Customer with technical support and maintenance services. Prior to providing on-site or remote Maintenance & Technical Support, it is Customer's responsibility to properly backup all data.

Customer agrees that PTI and its affiliates may collect and use technical information gathered as part of the Maintenance & Technical Support Services provided to Customer. PTI may use this information to ensure proper authorization of all copies of the Software as well as to improve PTI's products or provide customized services or technologies to Customer. PTI will not disclose this information in a form that personally identifies Customer to any third parties.

8. SOFTWARE UPDATES, FIXES AND WORKAROUNDS

Customer agrees that all Updates, Fixes, or Workarounds furnished to Customer shall be deemed to be part of such Materials subject to the terms and conditions of the end user software agreement for the Materials.

9. INVOICES, TAXES AND PAYMENTS

Services fees and any Special Services charges, shall be payable within 30 days of the date of PTI's invoice. If Customer requests Special Services, the charges for such services shall be invoiced as soon as practicable after the Special Services are provided.

If any authority imposes a duty, tax, levy or fee, excluding those based on PTI's net income, upon the Product, Customer agrees to pay the amount specified. Customer is responsible for any personal property taxes for the Product from the date it was acquired.

Payments provided for in this MTSA shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount.

10. WARRANTY

PTI warrants to Customer that Services hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If such Services prove to be not so performed and if Customer notifies PTI within a forty five (45) day period commencing on the date of completion of the Service, PTI will, at its

sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Service. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE PTI'S OBLIGATION TO MAKE CORRECTIONS OR GIVE A FULL OR PRORATED CREDIT OR REFUND AS SET FORTH ABOVE.

11. LIMITATION OF LIABILITY

PTI SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY PERSON OR ENTITY USING ANY SERVICE SUPPLIED UNDER THIS MTSA FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THIS MTSA OR ANY OBLIGATION RESULTING THEREFROM, OR THE USE OR PERFORMANCE OF ANY PRODUCT OR PRODUCTS WHETHER IN AN ACTION FOR OR ARISING OUT OF ALLEGED BREACH OF WARRANTY, ALLEGED BREACH OF CONTRACT, DELAY, NEGLIGENCE (ACTIVE OR PASSIVE), STRICT TORT LIABILITY OR OTHERWISE. PTI'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER, SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER. NO ACTION OR PROCEEDING AGAINST PTI MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE SERVICES ARE COMPLETED EXCEPT FOR PTI CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY CUSTOMER. THIS PARAGRAPH SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

12. NONWAIVER

No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this MTSA shall be construed as a waiver of any term, right, or condition. No waiver of breach of any provision of this MTSA shall be construed to be a waiver of any subsequent breach of the same or any other provision.

13. FORCE MAJEURE

Except with respect to Customer's obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation, facilities, acts or omissions of carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing.

14. GOVERNING LAW

This construction, interpretation and performance of and all transactions under this MTSA shall be governed by the laws of the State of Tennessee and the United States, without regard to conflict of laws

principles. The United Nations Convention on the Sale of Goods will not be applicable to this MTSA or any of the transactions contemplated by the MTSA.

15. ENTIRE AGREEMENT

The terms and conditions contained in this MTSA supersede all prior oral or written understandings between the parties, shall constitute the entire MTSA between the parties with respect to the subject matter of this MTSA and shall not be contradicted, explained, or supplemented by any course of dealing between PTI or any of its affiliates and Customer or any of Customer's affiliates. PTI employees' statements and PTI advertisements or descriptions other than its published specifications do not constitute warranties or other contractual obligations, and shall not be relied upon by Customer as such. This MTSA shall not be modified or amended except by a writing signed by an authorized representative of both parties.

16. ASSIGNMENT

This MTSA may not be assigned by Customer without the prior written consent of PTI. PTI may assign this MTSA to any affiliate, subsidiary, or successor to all or substantially all of its business relating to the Materials.

17. PARTIES BOUND

This MTSA shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors, and assignees.

18. NOTICES

All notices under this MTSA (except for requests for Service) shall be in writing and shall be given by mail, postage prepaid or by overnight delivery addressed to the respective parties, if to Customer, at Customer's addresses set forth in the signature block below or to PTI at:

Prevo Technologies, Inc.
1111 Keener Road
Seymour, TN 37865

Such notice shall be deemed to have been given when received. Either party may change its notice address upon notice to the other party pursuant to this provision.

19. PRODUCT END OF LIFECYCLE

Technical Support for a particular Product version is valid until Product End of Lifecycle, which occurs two years after the first shipment date of the next version. After that, Customer shall switch to a newer Product version (Upgrade) to continue receiving PTI Technical Support under this Contract.

If Customer elects to use Product after End of Lifecycle, Technical Support is provided on a consultancy basis at PTI's sole discretion.

20. SEVERABILITY

If any provision of this MTSA shall be held to be invalid or unenforceable in any jurisdiction in which this MTSA is being performed, then the meaning of such paragraph or clause shall be construed so as to render it enforceable, to the extent feasible; and if no feasible interpretation would save such paragraph or clause, it shall be severed from this MTSA and the remainder shall remain in full force and effect. However, in the event such paragraph or clause is considered an essential element of this MTSA, the parties shall promptly negotiate a replacement thereof. If the parties are unable to agree upon a replacement term within 30 days of the final ruling, either party may terminate this MTSA upon 10 days prior written notice.

21. RELEASE VOID

Customer shall not require releases or waivers of any personal rights from representatives of PTI in connection with visits to its premises and agrees that no such releases or waivers shall be pleaded by it in any action or proceeding.

22. INDEPENDENT CONTRACTOR

All work performed under the MTSA by a party shall be performed as an independent contractor and not as an agent of the other. No persons furnished by either party shall be considered the other party's employees or agents, and each party shall be responsible for its own and its employees' compliance with all laws, rules, and regulations involving employment of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including applicable contributions from such persons when required by law.