

PREVO TECHNOLOGIES INC DOCUBRAIN/TECHDOC PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "PSA"), effective as of _____ ("Effective Date"), is entered into by and between Prevo Technologies, Inc., a Tennessee corporation having its principal place of business at 1111 Keener Rd, Seymour, TN, 37865 ("PTI"), and _____ having its principal place of business at _____ ("Client"). In mutual consideration of the mutual promises set forth in this PSA, the parties agree as follows:

1. SERVICES

1.1 SCOPE OF SERVICES

Subject to the terms and conditions of this PSA, PTI will perform those services ("Services") with respect to the PTI products separately purchased by Client ("PTI Commercially-Available Software") as set forth in one or supplemental document(s) ("Service Specs"), attached hereto as Exhibit A and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. A Service Specs will be, at a minimum, a written document that (i) references this PSA, (ii) describes the Services to be performed (and if said Services shall include the creation of object code, such object Code is defined herein as "Deliverable"), (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. PTI will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

1.2 CHANGE ORDERS

Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have ten business days to reject the Change Order. If said rejection is not made within the 10 business day period, the Change Order is deemed mutually accepted. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this PSA.

2. CLIENT DUTIES AND RESPONSIBILITIES

Client will make available in a timely manner for PTI's use, at no charge to PTI, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by PTI as set forth in the applicable document for the performance of the Services. Client will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Client computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Client. Client will provide, at no charge to PTI, reasonable office space and

equipment at Client's facilities (such as copiers, fax machines and modems) as PTI requires in performing the Services.

3. INTERDEPENDENCIES; CLIENT AND THIRD PARTY DELAYS

Client acknowledges that meeting the Target Dates is contingent upon timely completion of activities by Client as contemplated by the parties under this PSA including, without limitation, those activities designated to Client in Article 2 above and/or in the applicable Service Specs document ("Client Obligation"). Client will immediately advise PTI in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Client's failure or inability to perform a Client Obligation. The Target Dates (though only an estimate) will be equitably adjusted by the parties (but in no event less than a day-for-day adjustment) in writing in the event of: (a) any delay caused by Client's failure or inability to perform a Client Obligation; (b) any delay due to Client's request for changes (whether pursuant to a Change Order or otherwise); (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Client's action(s) or omission(s). No such delay will relieve or suspend Client's obligation to pay PTI under Article 4 and, in addition to such payment obligations, Client will pay for any and all costs and expenses incurred by PTI relating to re-staffing as a result of any delay caused by Client.

4. FEES AND PAYMENT

4.1 FEES AND EXPENSES

Client will pay PTI all fees set forth in Exhibit A ("Fees"). Such fees assume that the Services commence within one hundred eighty (180) days after the Effective Date. If the Services do not commence on or before the date that is one hundred and eighty (180) days after the Effective Date, such fees will automatically be adjusted to PTI's then-current rates and fees for such services. Client will reimburse PTI for all reasonable costs and expenses incurred by PTI in its performance of the Services under this PSA including, reasonable travel and lodging expenses.

4.2 PAYMENT

Unless otherwise set forth in the applicable Service Specs, Client will make all payments under this PSA in U.S. dollars within thirty (30) calendar days after the date of PTI's invoice. In addition to any other remedy available to PTI for late payments, Client will be obligated to pay PTI interest on the overdue amount at the rate of one and one half percent (1.5%) per month or the maximum rate allowed under law, whichever is less, for each month, or partial month, calculated from the date such payment was due until the date paid. Client will reimburse PTI for all costs incurred by PTI (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of this PSA.

4.3 TAXES

The Fees for the Services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services. When PTI has the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be invoiced to Client, and Client will pay such amount unless Client provides PTI with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments by Client for the Services will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to PTI will be Client's sole responsibility. Client will provide PTI with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by PTI to establish that such taxes have been paid.

5. TERM AND TERMINATION

5.1 TERM

The term of this PSA will commence on the Effective Date and will continue in effect unless earlier terminated pursuant to the terms of this PSA.

5.2 TERMINATION FOR CONVENIENCE

Either party may terminate this PSA upon sixty (60) calendar days' written notice. Unless otherwise agreed by the parties, termination pursuant to this Section 5.2 will not relieve PTI of its obligations under any open Service Specs, which obligations will continue to be governed by this PSA. Termination pursuant to this Section 5.2 will not relieve Client of its obligation to pay for any Services or expenses performed pursuant to any Service Specs.

5.3 TERMINATION FOR CAUSE

Either party may terminate this PSA upon written notice if the other party has materially breached any provision of this PSA and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this PSA.

5.4 SUSPENSION OF SERVICES

Notwithstanding any other provision of this PSA, PTI may, in its sole discretion, suspend Services and the delivery of a Deliverable if: (a) Client materially breaches any of its obligations under this PSA including, without limitation, failure by Client to pay any amount under this PSA within thirty (30) days after the date of PTI's invoice therefor; or (b) PTI determines that Client may be unable to make any scheduled or expected payment. Any such suspension by PTI: (i) will not constitute termination of this PSA or any Service Specs (and Client will continue to be bound by its obligations under this PSA); (ii) will be deemed to modify the Target Date outward to the same extent as the period of delayed payment, performance or other material breach, without penalty to PTI; (iii) will entitle PTI to reimbursement by Client for any and all costs and expenses incurred by PTI in connection with any such suspension; and (iv) may be

cancelled or revoked in PTI's sole discretion. Without limiting the foregoing, any such suspension will be considered a delay caused by Client pursuant to Article 3.

5.5 RETURN OF MATERIALS

Upon any expiration or termination of this PSA, except as necessary to exercise the rights granted by PTI to Client pursuant to Section 7.2, each party will return promptly or, at the other party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other party, each party will provide the other party with written certification of compliance with the foregoing obligations under this Section 5.5.

5.6 SURVIVAL

Notwithstanding any expiration or termination of this PSA, all payment obligations incurred prior to expiration or termination will survive, and the following provisions will survive: Articles 4, 6, 7, 9 and 10, and Sections 5.5, 5.6 and 8.2. All other rights granted under this PSA will cease upon expiration or termination of this PSA.

6. CONFIDENTIAL INFORMATION

6.1 DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed under this PSA by either party ("Disclosing Party") to the other party ("Receiving Party") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary", or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this PSA, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of PTI whether or not so designated upon disclosure or confirmed in writing: (i) PTI pricing; (ii) PTI Pre-Existing Technology and PTI Work Product (both defined in Section 7); and (iii) any know-how, designs, layouts, configurations, methods, processes, formulae, specifications, functionality, performance data, test results or error or bug information provided by PTI to Client under this PSA or otherwise obtained by Client from use or examination of the Deliverables. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this PSA. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by

the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.2 NON-USE AND NON-DISCLOSURE

The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this PSA. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such party's employees, except that, subject to Section 6.3 below, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this PSA, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this PSA, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

6.3 MAINTENANCE OF CONFIDENTIALITY

The Receiving Party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as the provisions of this PSA prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that PTI's continued access to Client's Confidential Information which is required for the Services will be deemed a Client Obligation.

6.4 AUTHORIZED DISCLOSURE

Notwithstanding any other provision of this PSA, each party may disclose the terms of this PSA: (a) subject to Section 6.2, in connection with the requirements of an initial public offering or other filing in connection with applicable securities law; (b) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like; (c) in confidence, to accountants, banks, attorneys and financing sources and their advisors; and/or (d) in confidence, in connection with the enforcement of this PSA or rights under this PSA.

7. PROPRIETARY RIGHTS

7.1 DEFINITIONS OF PROPRIETARY RIGHTS

(a) "**Intellectual Property Rights**" means all current and future worldwide patents and patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), inventions (whether patentable or not), copyrights (including, without limitation, rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names, and all other intellectual property rights and proprietary right, whether arising under the laws of the United States, or any other country, state or jurisdiction.

(b) "**PTI Pre-Existing Technology**" means any Technology (defined below) made, conceived, or reduced to practice by PTI or its contractors or agents prior to or independently of this PSA, and all modifications, enhancements and derivative works thereof, including all Intellectual Property Rights in and to any of the foregoing.

(c) "**PTI Work Product**" means any Technology made, conceived, or reduced to practice by PTI or its contractors or agents during performance of the Services (but excluding all PTI Pre-Existing Technology), and all modifications, enhancements and derivative works thereof, including all Intellectual Property Rights in and to any of the foregoing.

(d) "**Technology**" means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including, without limitation, software in object code and source code format), designs, know-how, ideas and information.

7.2 DELIVERABLES

(a) Rights. Subject to the terms and conditions of this PSA, PTI grants Client a limited, non-transferable (subject to Section 10.8), non-sublicenseable, nonexclusive right, under PTI's Intellectual Property Rights in the Deliverables (excluding all PTI Commercially-Available Software), to use and reproduce the Deliverables solely for Client's internal business use in conjunction with Client's use of the Commercially-Available Software as authorized by PTI in writing and solely for so long as Client is authorized to use such PTI Commercially-Available Software. Except as expressly granted in this Article, PTI retains all right, title and interest in and to all PTI Pre-Existing Technology, PTI Work Product, and Deliverables, including all Intellectual Property Rights therein.

(b) Use Restrictions. Client shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under

this PSA; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Client shall not remove, alter, cover or obfuscate any patent, copyright, trademark or other proprietary notices, labels or marks of PTI or its licensors on or in the Deliverables, and Client shall reproduce such notices, labels and marks on any copies of the Deliverable that Client make in connection with Client's permitted use of the Deliverables pursuant to Section 7.2(a). Client shall promptly notify PTI of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Client's attention, or which Client reasonably suspects. Client is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

7.3 CLIENT MATERIALS

Subject to the terms and conditions of this PSA, Client grants PTI and its contractors and agents a limited, nontransferable (subject to Section 10.8), fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of this PSA to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any pre-existing Technology provided by Client to PTI or its contractors or agents in connection with the performance of the Services under this PSA as necessary or useful to perform the Services. Except as expressly set forth in this Article 7, Client retains all right, title and interest in and to any client materials, including all Client pre-existing Intellectual Property Rights.

8. LIMITED WARRANTIES AND DISCLAIMER

8.1 LIMITED WARRANTY

With respect to each Deliverable, PTI warrants to Client that, for a period of 90 calendar days after the date of delivery of such Deliverable to Client ("Deliverable Warranty Period"), such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Service Specs or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this Section 8.1, Client will notify PTI in writing and PTI will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this Section 8.1; or (b) if PTI determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Client the Fees paid by Client associated with such Deliverable under this PSA. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by PTI; (ii) software, hardware or interfacing not provided or specified in the applicable Service Specs by PTI; (iii) abuse, misuse or improper installation; or (iv) a change to Client's computing environment that would affect the specific Deliverable. THE FOREGOING PROVISIONS OF THIS SECTION 8.1 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMPANY, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY IN THIS SECTION 8.1.

8.2 DISCLAIMER

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8.1, COMPANY DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONNECTION WITH THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE DELIVERABLES OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE DELIVERABLES WILL BE CORRECTED.

9. LIMITATION OF LIABILITY

EXCEPT FOR ANY BREACH OF ARTICLE 6 OR SECTION 7.2(b), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, REVENUE OR PROFITS, HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE NET AMOUNT COMPANY HAS ACTUALLY RECEIVED FROM CLIENT UNDER THE SERVICE SPECS APPLICABLE TO SUCH CLAIM.

10. MISCELLANEOUS

10.1 INDEPENDENT CONTRACTORS

The relationship of the parties under this PSA is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power, or authority to create any obligation or responsibility on behalf of the other.

10.2 EXPORT CONTROL

Client agrees not to export, or re-export, or cause to be re-exported, any PTI materials or portion thereof, to any country which, under the laws of the United States, Client is or might be prohibited from exporting its technology.

10.3 NON-SOLICITATION

Client acknowledges and agrees that the employees of PTI who perform the Services are a valuable asset to PTI and are difficult to replace. Accordingly, during the term of this PSA and for a period of one (1) year thereafter, Client shall not solicit, whether directly or indirectly, the employment of any PTI employees without the prior written consent of PTI. If Client violates this Section 10.3, the parties agree

that Client shall pay to PTI the sum of one hundred thousand dollars (\$100,000) as liquidated damages. The parties further agree that precise monetary damages for Client's violation of this Section 10.3 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by PTI.

10.4 INDEPENDENT DEVELOPMENT

Nothing in this PSA (including, without limitation, the receipt of information under this PSA) shall: (a) limit PTI's development, marketing or distribution of software or other technology involving any functionality or ideas, whether similar to those disclosed by Client or otherwise; (b) limit PTI from undertaking similar efforts or discussions with third parties who may compete with Client; or (c) create obligations binding in any way on PTI limiting or restricting the assignments, activities, or training of employees or contractors of PTI.

10.5 SUBCONTRACTORS

PTI may, in its sole discretion, use third party contractors to fulfill its obligations under this PSA.

10.6 NOTICES

Any notice, other than a Change Order, required or permitted under the terms of this PSA or required by law must be in writing and must be delivered (a) in person, (b) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth in the preamble to this PSA, or (c) via facsimile. Notices will be considered to have been given at the time of actual delivery in person, four (4) business days after deposit in the mail as set forth above, or upon receipt of facsimile confirmation. Either party may change its address for notice by notice to the other party given in accordance with this Section 10.6.

10.7 GOVERNING LAW

This construction, interpretation and performance of and all transactions under this PSA 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 PSA or any of the transactions contemplated by the PSA.

10.8 ASSIGNMENT

Neither this PSA nor any rights under this PSA may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, consolidation or otherwise, without the prior written consent of the other party; provided PTI will have the right to assign this PSA without the prior written consent in the event of a transfer to a PTI affiliate. Subject to the foregoing, this PSA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section 10.8 will be null and void.

10.9 WAIVER

Any waiver of the provisions of this PSA or of a party's rights or remedies under this PSA must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this PSA or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this PSA and will not in any way affect the validity of the whole or any part of this PSA or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this PSA will preclude the enforcement by such party of any other right or remedy under this PSA or that such party is entitled by law to enforce.

10.10 SEVERABILITY

If any provision or portion thereof, of this PSA is found to be invalid, unlawful or unenforceable to any extent, such provision of this PSA will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this PSA will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

10.11 CONSTRUCTION

If there is a conflict between any term in the body of this PSA and any term of the applicable Service Specs, the term in the body of this PSA will prevail with respect to such conflict. This PSA and any instrument referred to herein or executed and delivered in connection herewith, will not be construed against any party as the principal draftsman hereof or thereof. The section and paragraph headings used in this PSA are inserted for convenience only and will not affect the meaning or interpretation of this PSA. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party herein does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.

10.12 NO THIRD PARTY BENEFICIARIES

The parties hereto expressly agree that there are no third party beneficiaries of this PSA.

10.13 FORCE MAJEURE

Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this PSA if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

10.14 ENTIRE AGREEMENT

This PSA (including the Exhibits and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this PSA and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the

parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this PSA will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this PSA, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This PSA may not be amended, except by a writing signed by both parties.

10.15 EXECUTION

This PSA may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this PSA by all parties to the same extent that an original signature could be used. IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this PSA as of the Effective Date.