VERTEX VCloud SOFTWARE SERVICES AGREEMENT

This Cloud Software Services Agreement (the "Agreement") is made by and between Dura Vertex, LLC, a Texas limited liability company (d/b/a Vertex Systems) ("Vertex" or "Vertex Systems"), and the customer (the "Customer") identified in the purchase order, invoice, or quotation (each one being referred to as the "Order") to which this Agreement is incorporated by reference and is effective as of the earlier or either (i) date at which Vertex initiated Services under the Order or (ii) Customer's acceptance of Order (it being understood that the Order may be accepted in any commercially reasonable manner of manifesting accepting, including, but not limited to, communication accepting the Order, a Customer request that Vertex initiate Services, any Customer payment made to Vertex related to the Order).

WHEREAS, Vertex has the right to license rights to access and use the Services (defined below); and

 WHEREAS, Customer desires to access and use the Services, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1.   Definitions.

      1.1   "Services." The web services described and specified on the applicable Order and any updates or upgrades to such services that may be generally released by Vertex Systems to all customers from time to time.

      1.2   "Vertex Systems Technology." The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Site.

      1.3   "Site." Vertex's websites including the Vertex Systems Technology.

1.4   "Authorized Users." The number of identifiable unique persons consisting of Customer's personnel and outside consultants who are authorized to access and use the Services, as specified in the applicable Order(s). Authorized Users may include Customer's third party consultants, outsourcers, contractors and other service providers.

1.5   "Affiliate." With respect to Customer, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Customer, which agrees in writing to be bound by all the obligations of Customer hereunder.

1.6   "Internet Data Centers." Any of the facilities owned or controlled by Vertex and used by Vertex to provide the Services. These facilities house the Vertex Systems Technology used for the provision of Services. All Internet Data Centers shall be located in the United States, unless with the prior written consent of Customer.

1.7   "Customer Data." Customer's information or other data processed, stored or transmitted by, in or through the Services, including without limitation personal information relating to the Customer's personnel, customers, and prospective customers such that the identity of such persons is apparent or can reasonably be determined from such personal information. Customer Data may include "Protected Health Information" and/or "Electronic Protected Health Information" as such terms are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act.

1.8   "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

2.   Subscription License Grant. Subject to the terms and conditions hereof, during the term hereof, Vertex hereby grants to Customer and its

Affiliates only to the extent of Authorized Users and solely for Customer's internal business purposes a non-exclusive, non-transferable, worldwide right and license to access the Site and use the Services. All rights not expressly granted to Customer herein are expressly reserved by Vertex.

3.   Use Restrictions. Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, in each case, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Vertex Systems Technology; or (iv) to access, alter, or destroy any information of any customer of Vertex by any fraudulent means or device, or attempt to do so.

 4.   Security. Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, Vertex shall implement reasonable security procedures consistent with prevailing industry standards, as determined by Vertex, to protect Customer Data from unauthorized access (the "Security Standard").   Provided that Vertex is in compliance with the Security Standard, the parties agree that Vertex Systems shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Vertex at the time. Vertex will promptly report to Customer any unauthorized access to Customer Data promptly upon discovery by Vertex Systems, and Vertex will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data is required, Customer shall be solely responsible for any and all such notifications at its expense.

5.   *Set-Up of Services.* On or before the "go live" date specified in the applicable Project Plan, Vertex will complete all tasks required to make the Services accessible to Customer, including (i) implementing in the Vertex Systems Technology any interfaces required in the applicable Order, (ii) delivering to Customer any proprietary software and related documentation necessary to access the Vertex Systems Technology to access and use the Services, (iii) assigning all security access, passwords and user IDs necessary to access the Vertex Systems Technology to access and use the Services, and (iv) preparing data that may be specified on the applicable Order for use with the Services.

6.   *Access Codes for Services.* Vertex will permit access to the Services only over the Internet using access codes assigned by Vertex. Access codes will be deemed the Confidential Information of both parties.

7.   *Technical Requirements for Services.*

        7.1   *Capacities.* The Services shall be rendered in a manner that will support the Authorized User requirements and other requirements provided in the applicable Purchase Order.

        7.2   *Scalability.* The Services will be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Order. Customer acknowledges that increasing the Authorized User requirements and/or data storage requirements may lead to increases in the fees charged for the Services.

        7.3   *Internet Data Centers.* The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards, as determined by Vertex, for fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with, as determined by Vertex, prevailing industry standards. Vertex may outsource its Internet Data Center operations to subcontractors, provided, however, that Vertex shall be responsible to Customer (but not to third parties) for the performance of such subcontractors.

8.   Backups. At no additional charge to Customer, Vertex will make daily incremental backups (the "Incremental Backup") and weekly full backups (the "Full Backups") of Customer Data archived with the Vertex Systems Technology. The prior day incremental backup and a copy of the weekly backup shall be stored off-site in a secure facility designed to store and maintain backups for emergency use. A maximum of two weekly backups shall be kept. Additional weekly backups will be retained for an additional charge if requested by Customer.

9.   Monitoring of Customer's Use. Vertex reserves the right to internally monitor Customer's usage of the Site and Services.

10.   No Commingling of Customer Data. The Services will be operated in an environment where (i) all Customer Data will be stored on files totally separate from those of other customers of Vertex or (ii) all files containing Customer Data are partitioned sufficient to protect the security and privacy of Customer Data.

11.   Purchase of Additional Services. Customer may elect to purchase rights for additional Authorized Users and/or additional services by Order from time to time. Such additional purchases shall be governed by the terms and conditions hereof. Customer agrees that, absent Vertex's' express written acceptance thereof, the terms and conditions contained in any Order or other document issued by Customer to Vertex for the additional purchases, shall not be binding on Vertex Systems to the extent that such terms and conditions creating obligations for Vertex are additional to or inconsistent with those contained in this Agreement.

12.   Subscription Fees. Customer shall pay to Vertex Systems periodic subscription fees for the Services and technical support services provided hereunder in accordance with the applicable Order. All fees will be deducted electronically via Electronic Funds Transfer on the first of every month. Enrollment forms are included in Exhibit D and shall be completed by Customer and returned to Vertex.

13.   Late Fees. Any payment that is not received by the fifth of any month will be charged a late fee of $25.00. If payment is late more than three times, customer may be required to pre-pay one or more months as a deposit.

14. Taxes. All fees are exclusive of taxes or duties. If Vertex is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Vertex's net income, then such taxes and/or duties shall be billed to and paid by Customer immediately upon receipt of Vertex Systems' invoice and supporting documentation for the taxes or duties charged.

15. Technical Support, Training, and Consulting Services. During the term hereof, Vertex will provide technical support in the form of responses to questions by email or telephone at no additional charge. If additional services are required for the proper use and operation of the Services or if training or consulting services are requested, Vertex will provide such services on a time and materials ("T&M") basis, meaning that (i) Customer shall pay Vertex for all the time spent performing such services (including all travel time), plus materials, taxes, and reimbursable expenses and (ii) the rates for such services shall be Vertex's then-current standard rates when such services are provided. Any monetary limit stated in an estimate for T&M services shall be an estimate only for Customer's budgeting and Vertex's resource scheduling purposes. If the limit is exceeded, Vertex will cooperate with Customer to provide continuing services on a T&M basis. Vertex will invoice Customer monthly for T&M services. Charges shall be payable upon receipt of invoice by Customer. Vertex Systems reserves the right to require a non-refundable fee and/or cost deposit prior to commencement of services as well as a work order.

16. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Site, Services, and Vertex Systems Technology shall remain exclusively vested in and be the sole and exclusive property of Vertex and its licensors. In addition, Customer hereby transfers and assigns to Vertex any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer personnel relating to the Service. The vertexsystems.com domain name and any other marks or domain names of Vertex, as well as Vertex's product names and logos associated with the Services are trademarks of Vertex or third parties, and no right or license is granted to use them.

17. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other.

Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

17.1 Definition of Confidential Information. For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (i) non-public aspects of Vertex's' Site and the operation thereof, Vertex Systems Technology, and the Services and additional services provided by Vertex Systems, and Vertex's business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.

17.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees and authorized agents who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

17.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this

Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

17.4   HIPAA HITECH Compliance. Vertex Systems shall comply with (i) HIPAA as amended by HITECH, and (ii) the terms and conditions of the Business Associate Agreement attached as the HIPAA HITECH Exhibit.

18.   General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Customer agrees that Vertex is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Vertex.

19.   Customer Representations and Warranties.

19.1   Customer represents and warrants that (i) the performance of its obligations and use of the Services (by Customer and its Authorized Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other Vertex customers of Vertex services.

19.2   Customer acknowledges that (i) Vertex does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

19.3   In the event of any breach by Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Vertex will have the right to suspend immediately any Services if deemed reasonably necessary by Vertex to

prevent any harm to Vertex and its business. Vertex will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, Vertex will promptly restore the Services.

20.   Vertex Systems Representations and Warranties. Vertex Systems represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder. In the event of a breach by Vertex of the foregoing warranties, Customer's sole remedy is termination of this Agreement upon written notice to Vertex Systems.

21.   Limited Warranty. Vertex represents and warrants that the Services will: (i) substantially conform to all material operational features as described in the applicable Order, and (ii) be substantially free of errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that Customer notifies Vertex Systems of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at Vertex's expense.

22.   Service Level Warranty. The service level warranty set forth in Exhibit A ("Service Level Warranty") provides Customer's sole and exclusive remedy for any performance failure of the Services in terms of levels of service.

23.   Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY AND THE SERVICE LEVEL WARRANTY PROVIDED ABOVE, NEITHER VERTEX NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND VERTEX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF, IN EAC CASE, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY IN THOSE LIMITED INSTANCES. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICES, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. VERTEX DOES NOT WARRANT, IN EACH CASE, THAT THE SERVICE OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT

THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT VERTEX HAS NO CONTROL OVER THE INTERNET, AND THAT VERTEX IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES (this includes, without limitation, services provided by Customers Internet service provider and other vendors relied upon by the Customer).

24. Disclaimer of Actions of Third Parties. Vertex does not and cannot control the flow of data to or from Vertex Systems' Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although Vertex Systems will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Vertex cannot guarantee that such events will not occur. VERTEX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT VERTEX'S SUBCONTRACTORS.

25. Intellectual Property Indemnity. Except for third party software including, without limitation, open source software, Vertex will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the Vertex Systems Technology or Services infringe on any U.S. intellectual property right of a third party, provided, however, that Vertex Systems is notified in writing of such claim promptly after such claim is made upon Customer. Vertex shall have the right to control any defense of the claim. In no event shall Customer settle any such claim without Vertex's prior written approval. Vertex shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Vertex Systems Technology or Services other than by Vertex Systems, (ii) any combination of the Vertex Systems Technology or Services by Customer with other programs or data not furnished by Vertex Systems, or (iii) any use by Customer of the Vertex Systems Technology or Services that is unlawful, prohibited by this Agreement or otherwise outside the scope of use for which the Vertex Systems Technology or Services are intended. Customer shall

indemnify, defend and hold Vertex harmless against any third party claims that Customer's use of the Services or Customer's data transmitted using Vertex Systems Technology violates the rights of any third party.

26.   Options for Infringement Claims. If any party is enjoined from using the Vertex Systems Technology, or if Vertex believes that the Vertex Systems Technology may become the subject of a claim of intellectual property infringement, Vertex, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Vertex Systems Technology so as to make it non-infringing, provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Order; or (iii) terminate this Agreement, in which case Vertex Systems shall refund to Customer any and all subscription fees paid in advance by Customer for those Services not provided by Vertex and provide, at Customer's request and free of charge, the Customer Data in a database document format. This Section and the preceding Section sets forth the entire liability of Vertex Systems to Customer for any infringement by the Vertex Systems Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open-source software, for which Vertex shall not be liable and Customer shall hold Vertex harmless.

27.   Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS ESPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY IN THOSE LIMITED INSTANCES.

28.   Liability Cap. Vertex's aggregate liability, if any, including liability arising out of any legal theory, including, without limitation, contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed

the total of subscription fees payable by Customer for the six (6) billing periods immediately preceding the claim for such liability.

29.   Insurance Requirements. Vertex agrees to keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than One Million Dollars ($1 million) per occurrence for bodily injury and property damage, (ii) Automobile liability insurance properly safeguarding Contractor against liabilities for death, personal injury, and property damage arising out of the use of hired, non-owned automobiles in the aggregate amount of ($1 million) and (iii) workers' compensation insurance in an amount not less than that required by applicable law. If required by Customer and requested via formal notice pursuant to this Agreement, Vertex s will cause its insurance provider(s) to name Customer as an additional insured and, upon request by Customer, deliver to Customer certificates of insurance that evidence the minimum levels of insurance set forth above and notify Customer in writing of the effective date thereof.

30.   Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of three (3) years, unless a longer term is specified as the basis for pricing in the Order, and in that case, the longer pricing period specified in the accompanying Order shall determine the initial term of the Agreement. The initial term hereof shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than ninety (90) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason.

31.   Term of Order. Any Order created under this Agreement shall commence immediately upon acceptance by both parties and shall continue thereafter as provided in the Order, provided, however, that notwithstanding anything to the contrary herein or in any Order, all existing Orders shall also terminate upon the expiration or termination of this Agreement.

32.   Termination for Cause. If either party fails to comply with any of the material terms and conditions of this Agreement or an Order, including,

without limitation, the payment of any subscription license fee or reimbursement due and payable to Vertex under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Orders and any and all license rights upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

33.   Termination by Vertex Systems for End of Life. Vertex Systems intends to continue to provide and support the Services for so long as Customer renews in accordance with the applicable Order, provided, however, if, Vertex determines in its sole discretion that it is no longer feasible to support the Services, Vertex may terminate this Agreement for end of life at any time by providing one hundred eighty (180) days written notice to Customer.

34.   Return of Materials. Within ten (10) days of the expiration or termination of any license under any Order, Customer shall return to Vertex any materials provided by Vertex.

35.   Transition Services. If Customer is current in all payments due to Vertex at the time of expiration or termination hereof, Vertex shall provide to Customer its Customer Data in a standard database document format readily available to Vertex at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to Vertex a reasonable fee for technical services as determined by Vertex.

36.   Arbitration. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement, or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in San Antonio, TX. The arbitrator shall apply the internal laws of the State of Texas to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

37.	Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the addresses included in the most recent Orders or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received. Vertex may also provide notice to Client via email using email addresses provided by Customer for regular communication.

38.	Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to all or substantially all of the business or assets of each party, whether by merger, sale of assets, or other agreements or operation of law. Except as provided above, Customer shall not assign this Agreement or any right or interest under this Agreement, without Vertex's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

39.	Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, (v) the payment of taxes, duties, or any money to Vertex s hereunder, and (vi) Sections 22-29, 38, 41, and 44 of this Agreement.

40.	Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

41.   U.S. Government End-Users. Vertex Systems Technology and the Vertex Systems software incorporated therein, this Site, and the Services all consist of "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.

42.   Miscellaneous. This Agreement and the obligations arising hereunder or related hereto, in each case, shall be construed and governed under the internal laws of the State of Texas. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements, whether written or oral. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, while remaining as close as possible to the provision provided in this Agreement. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if the invalid part or interpretation of such provision had not been included or, alternatively, that it had been modified as above provided.

The attached exhibits are incorporated into this Agreement, and capitalized terms not defined in the exhibits shall have the same meaning ascribed to them in this Agreement.

EXHIBIT A
SERVICE LEVEL AGREEMENT

1.   Definitions.

1.1   "Service Level." The measurements upon which the quality of Services is measured.

1.2   "Basic Service Level." Any Service Level set forth in this Agreement or an applicable Purchase Order that is not a Critical Service Level.

1.3   "Critical Service Level." Any Service Level that is described as "critical" in this Agreement or an applicable Purchase Order.

1.4   "Downtime." Any period where the Services are not available to the end users, regardless of reason.

1.5   "Exempt Downtime." Downtime where the parties have previously agreed upon the time and duration of such Downtime. Only Downtime occurring during such previously-agreed period shall be deemed to be Exempt Downtime. Exempt Downtime may also consist of regularly scheduled events if such events are described in an applicable Purchase Order.

1.6   "Performance Credit." A single Performance Credit shall be one day of subscription fees calculated on a monthly basis assuming a 30-day month.

1.7   "Unscheduled Downtime." All Downtime that is not Exempt Downtime.

2.   Procedures. The establishment of Service Levels will be accomplished as follows:

2.1   Commencement. Service Levels are established as provided herein and will be measured starting on the "go live" date for the

Services. Service Level reporting will be put into effect starting on the "go live" date for the Services.

2.2   Service Level Changes. The Parties may agree to add, delete or modify Service Levels. All such changes must be mutually agreed to in writing. Should new technology or improved measurement capabilities be deployed by Vertex that impact the Service Level reports, Vertex and Customer will agree upon a new measurement process and amend this Exhibit as appropriate. Should Vertex and Customer agree to implement a new reporting mechanism, Vertex and Customer will establish new Service Levels to be aligned with the new reporting mechanism.

2.3   Downtime Incident Reporting. Upon receipt of a written request from Customer for a prior calendar month requesting information regarding a specific instance of Downtime, Vertex will provide Customer with a related incident report from which Customer may determine any Downtime. In order to receive a Performance Credit in connection with a particular instance of Downtime, Customer must notify Vertex Systems within thirty (30) days from the time Customer receives the incident report. Failure to comply with this requirement will forfeit Customer's right to receive a Performance Credit for the applicable instance of Downtime.

2.4   Excused Failures. Failure to meet Service Levels will not be deemed to be a failure by Vertex if one of the following conditions exist: (i) the failure is mutually agreed not to be the fault of Vertex; (ii) the failure of Customer to carry out relevant obligations causing the failure; (iii) failure of equipment not provided by or maintained by Vertex; or (iv) Force Majeure Events.

2.5   Performance Credits. Performance Credits shall accrue due to Basic Service Level Failures (defined below) and Critical Service Level Failures (defined below). All Performance Credits are cumulative, and

issuance of Performance Credits shall not be deemed to waive any other right of Customer under the Agreement.

2.6   Basic Service Level Failure. If, in any given month, Vertex fails to meet a Basic Service Level for the services described herein (each, a "Basic Service Level Failure"), Vertex shall issue one (1) Performance Credit to Customer, which may, in Vertex's sole discretion, either be paid to Customer in a cash payment to be received within thirty (30) days of any such request or be applied to the next billing period's charges.

2.7   Critical Service Level Failure. If, in any given month, Vertex fails to meet a Critical Service Level for the services described herein (each, a "Critical Service Level Failure"), Vertex shall issue three (3) Performance Credits to Customer, which may, in Vertex's sole discretion, either be paid to Customer in a cash payment to be received within thirty (30) days of any such request or be applied to the next billing period's charges.

3.   Service Level Metrics. In addition to any Service Levels described in detail in the Purchase Order, and unless these Service Levels are expressly modified in the Purchase Order, the following Service Levels are deemed to be default metrics and will apply to the Agreement.

3.1   Availability shall be measured based upon a 30-day month times 24 hours per day. The Services shall be online and available 98.5% of the time, excluding Exempt Downtime, as calculated for each calendar month. If the Services are available between 98.0% and 98.49% of the time, a Basic Service Level Failure shall be deemed to have occurred. If the Services are available between 97.5% and 97.99% of the time, two Basic Service Level Failures shall be deemed to have occurred. If the Services are available between 97.0% and 97.49% of the time, a Critical Service Level Failure shall be deemed to have occurred. If the Services are available less than 97.0% of the time, two Critical Service Level Failures shall be deemed to have occurred, and a 25%

credit of fees shall be due from Vertex Systems to Customer for the month that such failures have occurred.

3.2   Backups. Failure by Vertex to produce an Incremental Backup shall result in one Basic Service Level Failure. Failure by Vertex to produce a Weekly Backup shall result in one Critical Service Level Failure.

4.   Maximum Performance Credits. Notwithstanding the foregoing, the aggregate maximum number of Performance Credits to be issued by Vertex to Customer for events that occur in a single calendar month shall not exceed five (5) Performance Credits.

5.   Termination Option for Chronic Problems. Either party may terminate this Agreement and without liability or penalty by notifying the other party within ten (10) days following the occurrence of either of the following: (i) Customer experiences more than five (5) Unscheduled Downtime periods in any three (3) consecutive calendar month period; or (ii) Customer experiences more than eight (8) consecutive business hours of Unscheduled Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by the terminating party.

6.   Suspension. If Vertex is materially hampered in fully performing hereunder for any reason outside of Vertex Systems' reasonable control including without limitation any Force Majeure Event (all of which events are herein called "Disability") Customer may suspend use of the Services and its obligations to make subscription fee payments to Vertex during the period of such Disability.

HIPAA HITECH EXHIBIT

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, Vertex and Customer have entered into a certain agreement for the provision of online services (the "Services Agreement") under which Vertex will provide Services to Customer; and

WHEREAS, in Customer's use of the Services, Customer will transmit ePHI (defined below) to be processed and/or stored on Vertex's data processing system; and

WHEREAS, the parties acknowledge that this Agreement is entered into in connection with the Health Insurance Portability and Accountability Act of 1996, as amended, and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, and its' implementing regulations.

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1.   Definitions. Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Services Agreement, the HIPAA Regulations (defined below), and the HITECH Act (defined below).

1.1   "Breach." The same meaning as the term "breach" under Section 13400(1) of the HITECH Act.

1.2	"Business Associate." The same meaning as the term "business associate" under the HIPAA Regulations.

1.3	"Covered Entity." The same meaning as the term "covered entity" under the HIPAA Regulations.

1.4	"HITECH Act." The Health Information Technology for Economic and Clinical Health (HITECH) Act, Pub.L. 111-5, Div. A. Title XIII and Title IV of Div. B.) (generally effective February 17, 2010).

1.5	"HIPAA Regulations." The Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information [45 C.F.R. Parts 160 and 164] promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, modified, or renumbered.

1.6	"ePHI." The same meaning as the term "electronic protected health information" under the HIPAA Regulations.

1.7	"Secretary." The Secretary of the U.S. Department of Health and Human Services.

1.8	"Unsecured ePHI." The same meaning as the term "unsecured protected health information" under Section 13402(h)(1) of the HITECH Act.

2.   Applicability. Execution of the Agreement does not automatically qualify either party as a Covered Entity or a Business Associate. This Agreement shall apply only to the extent that (i) Customer is a Covered Entity, and (ii) Vertex is a Business Associate of Customer under the HIPAA Regulations and the HITECH Act.

3.   HIPAA Regulations. Vertex Systems shall comply with all duties and obligations imposed upon it as a Business Associate under the HIPAA Regulations regarding ePHI transmitted by Customer in its capacity as a Covered Entity for processing and/or storage on Vertex Systems' system in connection with the Services.

4.   HITECH Act Requirements. In addition, Vertex Systems in its capacity as a Business Associate, and Customer in its capacity as a Covered Entity, shall comply with the following rights, duties, and obligations regarding ePHI transmitted by Customer for processing and/or storage on Vertex Systems' system in connection with the Services.

        4.1   As required by Section 13401(a) of the HITECH Act, the following sections of the HIPAA Regulations shall also apply to Vertex Systems in its capacity as a Business Associate: (1) 45 CFR 164.308 (Administrative Safeguards); (2) 45 CFR 164.310 (Physical Safeguards); (3) 45 CFR 164.312 (Technical Safeguards); and, (4) 45 CFR 164.316 (Policies and Procedures and Documentation Requirements). Regarding implementation specifications, Vertex may use its discretion regarding compliance with the addressable specifications.

        4.2   As required by Section 13404 of the HITECH Act: (1) Vertex may use and disclose ePHI that it obtains or creates under this Agreement only if such use or disclosure, respectively, is in compliance with each applicable provision of 42 CFR § 164.512(e); and (2) if Vertex knows of a pattern of activity or practice that constitutes a material breach of this

Agreement by Customer in its capacity as a Covered Entity or violation by Customer in its capacity as a Covered Entity of the standards of 45 CFR § 164.502(e) or 45 CFR § 164.504(e) with respect to this Agreement, Vertex Systems shall notify Customer of such material breach or violation by Customer and unless Customer takes reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, Vertex shall either: (i) terminate this Agreement; or (ii) if termination is not feasible, report the problem to the Secretary.

4.3   Vertex will report to Customer any Breach of Unsecured ePHI that it becomes aware of as required under the HITECH Act. The report shall include the name of each individual whose unsecured ePHI has been, or is reasonably believed by Vertex to have been, accessed, acquired or disclosed as a result of such Breach. Such reports shall be submitted within five (5) business days of when Vertex becomes aware of such Breach and shall contain such information as Vertex reasonably believes is required for Customer to further investigate. Vertex will also provide such assistance and further information as reasonably requested by Customer.

4.4   As required by Section 13405(d)(1) of the HITECH Act, and unless approved by Customer consistent with the exceptions set forth in Section 13405(d)(2) of the HITECH Act, Vertex shall not directly or indirectly receive remuneration in exchange for any ePHI of an individual unless Customer has obtained from the individual a valid authorization that includes a specification of whether the ePHI can be further exchanged for remuneration by the entity receiving the ePHI of that individual.

4.5   As defined by Section 13406(a) of the HITECH Act and 45 CFR 164.508, and unless approved by Customer, Vertex shall not directly or indirectly perform marketing to Customer's patients using ePHI that was either provided by Customer, or created or otherwise acquired by Vertex on behalf of Customer.

4.6   As provided for in Section 13411 of the HITECH Act, Vertex shall be subject to audits by the Secretary to ensure Vertex Systems' compliance with the HITECH Act as well as 45 CFR 164 subparts C and E.

4.7   Vertex agrees to document such disclosures of ePHI and information related to such disclosures as would be required for Customer to respond to a request by an individual for an accounting of disclosures of ePHI in accordance with 45 CFR 164.528 and Section 13405(c) of the HITECH Act. Vertex further agrees to provide Customer or an individual, as applicable, in a time and manner as prescribed by the HIPAA Regulations and the HITECH Act, such information collected in accordance with this subsection in response to a request for an accounting of disclosures of ePHI in accordance with 45 CFR Section 164.528 of the HITECH Act. Such time and manner shall comply with the obligations under the HIPAA Regulations or the HITECH Act.

4.8   Vertex Systems will limit its requests for, use and disclosure of ePHI to the minimum necessary to accomplish the intended purpose of the applicable request, use or disclosure.

5.   Term and Termination.

5.1   This Agreement will become effective on the Effective Date of the Services Agreement and will remain effective until the Services Agreement is terminated by the parties.

5.2   Upon termination of the Services Agreement between the parties, Vertex will recover any ePHI in the possession of its subcontractors, agents, or representatives. Vertex Systems will return to Customer or destroy all such ePHI, plus all other ePHI in its possession, and will retain no copies. If Vertex Systems believes that it is not feasible to return or destroy the ePHI as

described above, Vertex Systems shall notify Customer in writing. The notification shall include: (i) a statement that Vertex Systems has determined that it is not feasible to return or destroy the ePHI in its possession, and (ii) the specific reasons for such determination. Vertex Systems will ensure that any and all protections, limitations, and restrictions contained in this Agreement will be extended to any ePHI retained after the termination of the Agreement, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the ePHI infeasible.

Exhibit C

Exhibit C (below) contains a form of Purchase Order (a kind of Order as defined in the Agreement; however, this form shall not limit other forms of Orders adopted by Vertex in its discretion

Purchase Order No. <Quote Number>

This Purchase Order No. <Quote Number> shall be governed by the terms and conditions of a certain Cloud Software Services Agreement by and between the parties.

Capitalized terms used in this Purchase Order and not otherwise defined shall have the same meaning as set forth in the body of the Cloud Software Services Agreement.

1.   Hosted Services.

1.1   Services Description.

Vertex is providing access and use of the following software modules, user licenses as listed, training, technical support and all software and database maintenance necessary for proper operation.

1.2   Services Specifications.

Services are of commercial quality, as determined by Vertex, and length such that a typical customer can successfully implement and use the software. Vertex Systems Project Manager will inform customers Project Manager when effort falls outside of the typical deployment. Additional effort will be

considered billable, and the customer's written approval will be required before proceeding.

2.   Special Requirements.

2.1   Operational Requirements.

As published in our then current technical support requirements for Hosting Service from Vertex Systems.

2.2   Customer's Requirements.

Customer shall be solely responsible for providing the following materials at its cost and expense: all Internet access, hardware, browsers, and other software necessary to access and login to the Site.

2.3   Customizations
Custom software modifications and custom reporting are made under separate contract and are subject to a separate pricing process.

3.   Service Level Agreement Provisions.

As provided in Exhibit A.

3.1   Exempt Downtime.

Regularly scheduled website maintenance periods. This occurs on Sunday's between 5:00 AM EST and 11:00 AM EST unless it is a patch weekend (the Sunday after the 2nd Tuesday of each month). Patch weekends maintenance

will end at 5:00 PM EST. Any adjustments to this time will be communicated electronically.

3.2 Services Level Metrics.

As provided in Exhibit A to the Cloud Software Services Agreement.

4. Subscription License Term; Fees

4.1 Evaluation License.

Not Available.

4.2 Subscription Term.

The initial term of this Purchase Order shall commence as of the Effective Date hereof and shall continue for a period of three (3) years, unless otherwise specified above as a term necessary for the pricing quoted. The initial term hereof shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than ninety (90) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason.

4.3 Subscription Fees and Payment Terms.

The periodic subscription license fees shall be payable on the first of each calendar month, in advance. Periodic subscription license fee payments shall be paid per month. Periodic subscription fees are payable monthly and will be drafted electronically from your account via Electronic Funds Transfer

on the first day of each calendar month; partial periods shall be pro-rated and drafted on the first on the following calendar month, along with regular fees. EFT enrollment forms are included in Exhibit D. Any Subscription fees that are payable annually are payable within thirty (30) days of receipt of invoice.

4.4   Guaranteed Minimum Term.

The initial term of this Purchase Order is three (3) years. If Customer terminates the Agreement or this Purchase Order or ceases to continue making subscription fee payments prior to the expiration of the initial three (3) year term for any reason other than for material breach by website operator, then subscription fees for the remainder of the initial three (3) year term shall accelerate and become due and payable in a lump sum immediately upon termination. This acceleration is not a penalty. It is an allocation of risk between the parties, and the Customer acknowledges that Vertex's pricing quoted depends on this long-term agreement and that without this long-term promise to pay by the Customer, Vertex would need to charge higher prices to the Customer to compensate for its risks in providing the services.

4.5   Fee Increases.

Website operators may increase periodic subscription fees at any time with sixty (60) days prior notice to Customer, but in no event shall fees be increased more than 8% over the preceding consecutive twelve (12) month period.

4.6   Fees for Backups.

Fees are charged only when a customer requests us to maintain more than two (2) weekly backups and five (5) daily incremental backups.

4.7   Late Fees.

Any payment that is not received by the fifth of any month will be charged a late fee of $25.00. If payment is late more than three times, customers may be required to pre-pay one or more months as a deposit.

5.   Consulting and Training Services.

5.1   Services Description.

Services are limited to those services required for training and implementation and will be provided remotely. Onsite services are additional and require payment of Vertex's travel cost and travel time.

5.2   Services Deliverables.

Deliverables will be outlined in the project plan agreed upon between Vertex and the Customer. The project plan will provide the details associated with each milestone based on the agreed upon solutions and services between the parties.

5.3   Schedule.

The project plan will reflect the agreed upon timeline for each milestone associated with the implementation. It can be adjusted based on the mutual agreement between Vertex and the Customer's project manager.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed[TV1] below.

Vertex:

Dura Vertex, LLC

By:_____

Title:_____ Date:_____

Phone Number:_____

Customer:

Company Name:

By:_____

Title:_____Date:_____

Phone Number:_____

EXHIBIT D
Electronic Funds Transfer Enrollment

<u>Vertex Systems' Electronic Funds Transfer Authorization Form</u>

To enable the automated payment of your monthly Vertex Systems VCloud fees, it will be necessary for you to complete the information below and to

attach a voided, blank check from the account which you will be using to make your payments.

Bank Name

Routing #

Account #

Vertex Systems Electronic Funds Transfer Terms and Conditions

1. Your service fee will be electronically transferred from your account on the first of every month. Should your payment date fall upon a weekend or holiday, the electronic transfer will be made on the next business day.

2. Changes made to the payment option or cancellation of the EFT must be received at least 5 business days prior to the scheduled payment date in order to be processed for that billing cycle.

3. This will remain in effect even if the service fee is changed.   If there is a change in your monthly fees you will be notified in writing 60 days prior to the new amount taking effect and it will be reflected in the following payment.

4. If you request a modification of your current user seats, consumer/employee counts and/or modules the fee increase will be updated based upon the amounts reflected in the signed Purchase Order. Those

charges will calculate from the execution date but will be reflected in the following payment.

5. Should any EFT request initiated by Vertex Systems be denied by your Financial Institution, Vertex Systems is authorized to assess an insufficient funds fee of $50.00.

By signing below, I authorize Vertex Systems to initiate EFT transactions from the checking account represented by the attached voided check for the purpose of paying the Vertex VCloud service fees from our account number indicated below. I further authorize my Financial Institution to honor the EFT transactions initiated by Vertex Systems.   I understand that the authority which I am now giving will remain in effect until it is cancelled in writing.

Authorized Signature: _____ Date: _____

Title: _____