

UIS TECHNOLOGY PARTNERS CLOUD HOSTING SERVICES TERMS & CONDITIONS

UName IT Solutions, doing business as "UIS Technology Partners" (hereinafter "UIS", "Us" and "We"), is an independent contractor providing access to and the support of technology services, and certain software licensing to organizations ("Customer(s)", "Client(s)" or "You") remotely across communications networks, and infrequently in person, at mutually agreed on periodic, prepaid prices. This Agreement only applies to UIS Cloud Hosting Services.

1.0 DEFINITIONS

- "UIS Data Center" is a location at which UIS rents or owns space designed for computer servers to access the Internet securely, including for example the servers composing the UIS Cloud. UIS Data Centers are located in the United States.
- "Business Day" or "Business Hours" means 9:00 A.M. - 5:00 P.M. Monday through Friday, United States central time (GMT -5/-6), excluding federal public holidays in the United States.
- "Cloud" ("Cloud Hosting", "Shared Hosting", "Hosting Services" or "Hosting") means a system of computer servers, networking and storage devices located in one or more data centers for the purpose of delivering Service to many Customers simultaneously, securely and privately.
- "License" ("Licensing") means a license to use software subject to the terms of the manufacturers, including and not limited to VMware and RIM.
- "Network Software" means the VMware proprietary software applications provided by VMware to UIS.
- "Network Source Code" means those closed source network components of the Network Software that VMware provides to UIS for use by its customers, in human-readable format, exclusive of the Open Source Software.
- "Server" means a UIS computer and firmware on a physical computer used to deliver Service.
- "Service" or "Services" means the UIS terms set forth in sections 2 and 4 of the Terms Sheet.
- "Service Commencement Date" means the Effective Date listed on the first page of the Agreement.
- "Supported Software and Devices" means software and devices supported in general release (GA) by VMware the company.
- "Term Sheet" means the first page of this Agreement that includes without limitation the Customer's name, address, business entity type, amount of fees, services provided, and signatures of the party.
- "Ticket" means you or we have documented an issue using the Online Help Desk's Ticketing System, and we have received a number to track the issue and the history of any dialogue between our organizations about the issue.
- "VMware" means the software VMware software produced by the company called VMware.

2.0 Term:

2.1 Auto-Renewal: Upon expiration of the Initial Term of this Agreement, this Agreement shall automatically renew for either a successive twelve (12) month or thirty-six (36) period, depending on the Length of Term selected in the Agreement. To prevent an Annual Term from auto-renewing, Customer must provide written notice of non-renewal by U.S. Mail and Facsimile on Customer's official letterhead at least sixty (60) days notice prior to the anniversary of the Effective Date. In the event of any termination of this Agreement due to non-renewal by Customer, UIS has sole and absolute discretion to reinstate the terms and conditions of this Agreement upon payment of a reinstatement fee and all past due fees. While in a Renewal Period, Customer may not terminate unless specifically provided for in section 2.1.2, below.

2.2 Termination: Except as provided in Section 13.0 "Acceptable Use" below, each party may terminate this Agreement upon thirty (30) days prior written notice under the following conditions.

2.2.1 Early Termination Fee. If Customer terminates for any reason other than under section 2.1.2 below, Customer hereby stipulates and agrees that injury and damage to UIS for Customer's termination of an Annual Term agreement within the Renewal Period is not reasonably ascertainable, and are sufficiently difficult to calculate that Customer agrees to pay a termination fee (otherwise referred to in law and equity as liquidated damages) equal to all Fees owing for the Length of Term to the next anniversary of the Effective Date.

2.2.2 Breach, Insolvency or Transfer: Either party may terminate this Agreement immediately upon thirty (30) days prior written notice if:

(A) the other party has breached any of its obligations, which is material to the essential purpose of this Agreement, provided that notice of the breach is provided in writing on the letterhead of the party noticing the breach by Facsimile Transmission and U.S. Mail, and the other breaching party failed to remedy the breach within five (5) business days of receipt of said written notice; and/or

(B) a party commits any of the following acts (i) insolvency, whereby the other ceases or threatens to cease to carry on business; (ii) executes any assignment for the benefit of creditors; (iii) suffers the appointment of a receiver, administrative receiver or administrator of the whole or a substantial part of the party's assets or undertakings; (iv) whereby an order is made or notice issued calling a meeting of the party's stockholders to consider the passing of a resolution for, or a resolution is passed for, the winding up of the other's business, other than for the purpose of amalgamation or reconstruction; or (v) if any distress or execution is levied on the effects of the other's business or any judgment remains unsatisfied for a period of 21 days.

3.0 Privacy: UIS will treat any and all information it acquires in order to access Customer computer systems and network, including but not limited to passwords, IP addresses, and access codes, as Confidential Information. UIS shall not disclose any such Confidential Information to any third parties, except as may be necessary to assist UIS in providing the technology services to Customer, in anti-fraud detection and payment processing, in response to a subpoena, in response to suspected abuse or other unlawful use, or for the purpose of backups, virus scans or spam filtering. Any Confidential Information shall be returned to the Customer immediately upon request. UIS will not access Customer's hosted email, contacts, calendars or documents except for trouble-shooting purposes, in response to a subpoena issued by a court, in response to suspected abuse or other unlawful use, or for purposes of backups, virus scans or spam filtering. See: Privacy Policy

4.0 Customer Warranties: Customer is 18 years of age or older, and agrees that all forms, documents and information have been completed by Customer, and the information provided is to the best of customer's knowledge correct, and that UIS may rely on Customer supplied information in performing the services, term and conditions of this Agreement and Attachment(s) and respective service schedules. Any materially incorrect data provided to UIS may cause a delay in services and additional labor, resulting in additional charges and fees.

5.0 Minimum Customer System Requirements:

- All computers must have a minimum of 10GB of available hard disk space and 1024 MB of RAM
- Applicable password(s) must be available in the event remote control support is requested and deliverable
- Microsoft Windows XP SP2 or greater
- For Outlook synchronization: Outlook 2003 or 2007 with .PST files of under 2GB
- For accessing the secure VMware Administrator web interface: Firefox
- For iPhone ActiveSync connectivity, iPhone 2.1 or greater

Other Operating systems may be supported, please contact us for more info. It is assumed broadband services are installed, adequate and operational prior to the time of service, including connections to any broadband router or modem. It is also assumed you are not using traffic shaping or other firewalling or security techniques that may negatively impact Service performance. You understand that the older your computers and operating system, and slower your broadband connection, the longer it will take for Service, and for UIS to perform technical support for you.

6.0 Not for resale: our services are not intended to provide more than the direct support needs of the number of Customer's employees for which service is purchased. Our services may only be resold with written approval from the President of UIS.

7.0 Pricing: is in US dollars unless otherwise specified and can be found on the UIS website, by periodic emailed reporting, and by self-service reporting, subject to availability. Prices do not include taxes, if any. Customer agrees to pay or reimburse UIS for any and all applicable taxes. For Shared Hosting Services, see Pricing (<http://www.UIS/pricing.html>).

8.0 Service Requests: UIS makes commercially reasonable efforts to make Help Desk Support available by means of phone and online Ticketing System. Contact with UIS personnel may not be recorded beyond what is documented in the Ticketing System. Requests for Service are accepted at any time through the Ticketing System. Customers are expected to use the Ticketing System whenever practical, and to describe specifically and prioritize service requests reasonably accurately. Response to Service Requests is provided on a first come, first served basis, and in the case of simultaneous requests for Service, Customers are prioritized by their ticket priority. UIS makes reasonable efforts to prioritize inbound requests for service from Customers with the same, or similar ticket priorities. To help improve our availability to meet your needs, service requiring senior or specific UIS technicians should be scheduled a minimum of five (5) business days in advance.

*9.0 Undelete and data restoration: UIS makes commercially reasonable efforts to make and verify nightly incremental, and weekly full backups of all your data stored on the UIS servers, and to keep these backups for longer than 30 days, and not longer than 60 days.

10.0 Security and monitoring: UIS makes commercially reasonable efforts to enable the secure transfer of data to and from its Servers by using public SSL certificates to offer 256-bit SSL encryption of network services, including SMTP (outbound mail), POP (inbound mail), IMAP (inbound mail and synchronization), LDAP (directory services) and HTTP (web mail, mobile and desktop synchronization). We make commercially reasonable efforts to secure the servers physically by highly restricting and securing server administration, and placing the servers in data centers monitored by live security guards, video surveillance, security code access and individually locked cabinets. The operation of Systems Status may change from time-to-time at UIS' sole discretion.

11.0 Hosting services maintenance ("Scheduled Maintenance"): UIS's regularly scheduled maintenance may occur on Saturday nights, from 10PM until 10AM on Sunday mornings, USA Central time. UIS shall attempt to notify and coordinate with Customers a minimum of 4 days in advance and no less than twenty-four (24) hours in advance of all non-emergency maintenance. UIS shall advise Customer of the expected duration of the maintenance window and the impact of the work to be performed. No further notice of maintenance windows may be provided to Customer. UIS shall not provide any applicable credits for work stoppage or service outages necessary to provide scheduled maintenance. UIS makes commercially reasonable efforts to schedule maintenance no more than once a month at times most convenient for the majority of those customers affected. UIS may schedule maintenance as often as is deemed necessary to maintain system reliability and integrity, at UIS's sole discretion.

12.0 Service value: You understand and agree by signing up for Service, you receive material value, equating to no less than the full Service's entire purchase price, from setup of, access to, availability of and reservation of the Services from UIS, regardless of your actual use ("Usage") of any of the Services.

13.0 Acceptable/Fair Use & Monitoring: UIS has set no fixed upper limit on the amount of emails, bandwidth, telephone or online support requests you may make annually. While we understand that each of our clients are unique, UIS has based its service commitment and pricing based upon expected reasonable use of the average Customer (collectively referred to as "Acceptable Use"). UIS reserves the right to monitor and record the nature and amount of Service requested by each Customer. Should UIS conclude at its sole discretion that Customer is requiring Service in amounts greater than reasonably expected, or if UIS believes that Customer is using the Service for resale, sending unsolicited email (spam) or viruses, or other fraudulent uses, or has used profanity or otherwise abused a UIS team member, partner, affiliate or another UIS customer, or has allowed any non-customer to use Customer's account to receive support services, or has published an incorrect SPF record, UIS may immediately terminate this Agreement. Should UIS decide to terminate this Agreement for the reasons set forth above,

UIS will notify Customer by email or telephone. Within three (3) days of receiving the termination notice, Customer may set forth reasons why termination is not warranted. UIS will consider Customer's objections and thereafter render its decision. Any decision not to terminate Customer's account does not preclude UIS from terminating Customer's account at a later date should there be another violation of this Acceptable Use policy or for other reasons set forth in this Agreement.

14.0 Recruiting Limits: Except as provided herein, during the term of this Agreement and for a period of one (1) year thereafter, Customer shall not knowingly solicit, entice, or persuade any employee(s) or contractor(s) of UIS, who have provided substantial Service(s) to Customer's account to terminate their employment with UIS. Notwithstanding the foregoing, if Customer hires, employs or otherwise enters a contract with to provide Service(s) to a current or former UIS employee or contractor that has provided substantial Service(s) to Customer under this Agreement, during the Term of this Agreement and for a period of one (1) year after termination of this Agreement, due to the significant difficulties in ascertaining and calculating the costs of recruiting and training a replacement UIS employee or contractor, which Customer hereby stipulates as to the difficulty to ascertain and calculate said costs, Customer agrees to pay UIS a recruiting and training fee in the liquidated damages amount Fifty Thousand Dollars (\$50,000.00 US), which is due and payable upon the first day said former UIS employee or contractor provides Service(s) to Customer. Customer hereby further stipulates that said liquidated damages amount is a reasonable fee to pay UIS for finding, recruiting, testing, managing and training said UIS employee or contractor that has provided substantial Service(s) to Customer.

15.0 Payments: Payments for all services are due in advance. A late charge fee of 1.5% per month or the maximum interest allowable by law, whichever is lower, shall apply to any late payments made by you to UIS. Customer is responsible for all non-recurring and recurring charges after Service is activated. You acknowledge that all services may be immediately suspended or terminated ("Interruption") at UIS' sole discretion and without further warning if any payments for services are past due by more than 10 days or if any charges made by UIS to you are declined or charge backs are claimed against any outstanding invoiced amount. Such Interruption does not relieve you from the obligation to pay Service charges.

15.1 Credit Cards: When you choose to provide your credit card information to UIS, you agree that we may bill you for amounts due for UIS services periodically, without your further approval, until Service is canceled by you or UIS. Payments for Service once made are non-refundable, and you affirmatively agree not to request any refund from your credit card company. You agree that all information provided is up-to-date, accurate and complete, including and not limited to your contact email address.

16.0 Disputing Already Performed Service: For the purpose of resolving Service dispute(s) fairly, while information and memories are still relatively fresh, any and all disputes, regarding Already Performed Services must be sent in writing to UIS by U.S. Mail and Facsimile transmission on Customer's official letterhead, specifying the details, date, and time of the complained of Already Performed Service(s) within fourteen (14) calendar days of the disputed Already Performed Service(s). If Customer is not able to determine the exact date of the disputed Already Performed Service(s), than written notice must be sent no later than within fourteen (14) calendar days from the Invoice Date on the UIS Invoice charging for said disputed Already Performed Service(s). Failure to provide written notice, according to the time limits provided herein, for any or all disputes regarding Already Performed Service(s) shall constitute a legal waiver of said disputed Already Performed Service(s) by Customer.

16.1 No Right to Withhold Payment of Entire UIS Invoice with Disputed Service: A dispute with regard to Already Performed Service shall not create a right of Customer to not pay the entire UIS Invoice charging fees for the disputed Already Performed Service(s), except where said dispute reasonably encompasses all Services provided by UIS to Customer on said UIS Invoice. If UIS provided any Service to Customer that is not in dispute, Customer shall be deemed to have no reasonable dispute that encompasses all Services on said UIS Invoice, and shall not have the right to withhold payment of the entire UIS Invoice. Customer must pay all undisputed portions of UIS Invoice(s) within fifteen (15) calendar days from the Invoice Date. A Customer, who has received Service(s) under a Flat Rate Fee

shall have no special right to withhold payment of the entire Fee portion of the UIS Invoice and must notify UIS to resolve the disputed Already Performed Service(s), within the time frame set forth above.

16.2 Settlement of Disputed UIS Service: All disputes as to Already Performed Services shall be settled in good faith, after investigation of the facts, where the parties mutually agree, if possible, to a setoff from the UIS Invoice charging the disputed Service(s). Any setoff to a UIS Invoice, agreed to by UIS, shall not be considered an admission or failure by UIS to provide appropriate Service(s) and shall be considered a compromise. Setoffs, agreed to by both parties, on any UIS Invoice shall be a binding written agreement resolving any and all claim(s), causes of action or other dispute by Customer of all disputed Already Performed Service(s) by UIS, when recorded in writing through a confirming UIS e-mail or facsimile transmission (which is not repudiated by Customer within 24 hours from the transmission date and time), or Customer's payment of the UIS Invoice at issue where the agreed upon setoff is included. Agreement to a setoff, as provided for herein, shall be stipulated by both parties to be a full and final settlement of any and all damages, injuries or other cost(s), known or unknown, arising from, pertaining to or regarding the disputed Already Performed UIS Service(s) that are the subject of the setoff. As such, said settled disputed Already Performed Services cannot be used by Customer as grounds for termination of the Agreement under section 2.2, above.

17.0 Service Level Agreement (SLA): UIS guarantees that the Services shall be provided in accordance with Section 4 "ACCESS" on this Agreement's Terms Sheet.

18.0 Change of Service: UIS retains the right to change Fees and Charges hereunder if required to by regulation, statute or rule of any governmental entity or applicable rule of law. UIS shall provide prompt written notification to Customer. All products and services provided by UIS are subject to its business policies, practices, and procedures, which UIS may change at any time and from time to time in its sole discretion without notice to Customer. UIS will make commercially reasonable efforts to provide thirty (30) days written notice in the event of a material change.

19.0 Intellectual Property: Except as otherwise expressly provided herein, nothing contained in this Agreement shall be construed as conferring by implication or otherwise any license or right under any patent, trade name or copyright of the company VMware, UIS or Customer.

20.0 Proprietary Information: Except as to those Proprietary Information which may be deemed a UIS Trade Secret, each party agrees during the term of this Agreement and thereafter for a period of three (3) years that each party will take all steps reasonably necessary to hold the other's Proprietary Information in trust and confidence, will not use the other's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the owning party's express written consent, which shall be granted on a case-by-case basis, unless legally required to provide Proprietary Information as part of a legal or quasi-legal proceeding or ordered by a court of competent jurisdiction. Prior to disclosure, the party who is being compelled to divulge the other party's Proprietary Information, must contact the party who owns the Proprietary Information that is being required to be disclosed, and inform that party of the situation, with adequate time, for the party owner of the Proprietary Information to be disclosed to oppose any such disclosure. By way of illustration, but without limitation, "Proprietary Information" includes (a) inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customer identities; and (c) information regarding the skills and compensation of each party's employees. Notwithstanding the other provisions of this Agreement, nothing received by UIS will be considered to be Customer Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by UIS from a third party without confidential limitations; (3) it has been independently developed for UIS by personnel or agents having no access to the Customer Proprietary Information; or (4) it was known to UIS prior to its first receipt from Customer. UIS Trade Secrets shall not be disclosed to

any individual, entity or third party during the term of this Agreement and thereafter indefinitely without the express written permission of the president of UIS.

21.0 VMware Licensing:

21.1 This Agreement does not permit Customer or any third party to: (i) sublicense, rent, lease, sell, offer to sell, distribute, or otherwise transfer rights to the Network Software; (ii) distribute the Network Source Code or derivative works thereof; (iii) copy the Network Software (other than as expressly provided herein); (iv) remove any proprietary markings, copyright, notices, logos, trademarks, trade names or labels on the Network Software and/or Documentation; (v) use the embedded database software as a general SQL server, as a standalone database or with applications other than the Network Software; (vi) use the Server Side Software on any computer not controlled by the Licensee; (vii) allow any third party, other than Licensee's End Users to use the Network Software; or (viii) produce a derivative work of the Network Source Code.

21.2 This Agreement only provides a personal, non-transferable, and non-exclusive license to use the Service for Customer's internal business.

21.2 VMware, as UIS's licensor, retains all right, title and interest, including any Intellectual Property Rights, in and to the Network Software and all portions thereof, and no title to the Network Software, or any Intellectual Property Rights in the Network Software, is transferred to such Customer. Use of the VMware software constitutes your acceptance of the terms of the VMware Network Edition License Agreement available here: http://files.VMware.com/website/docs/VMware_network_la.pdf

22.0 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

23.0 Transfer and Assignment: Neither party, may sell, assign or transfer this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to any of its affiliates or any person or entity who acquires substantially all of its assets.

24.0 LIMITATIONS TO SERVICE: We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property. UIS AND/OR ITS THIRD PARTY SERVICE PROVIDER RESERVES THE RIGHT TO REFRAIN FROM PROVIDING ANY OR ALL SERVICES ORDERED, WHOLLY OR IN PART, ON THE BASIS THAT THE MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR THE TECHNICAL NEEDS (INCLUDING WIRING OR OVERCOMING PHYSICAL OR TECHNICAL BARRIERS) OR OTHER REQUIREMENTS OF THE CUSTOMER ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THIS SERVICE AGREEMENT AS REASONABLY DETERMINED BY UIS AND/OR ITS THIRD PARTY SERVICE PROVIDER AND/OR LICENSOR. We may from time to time arrange for you to purchase or license third party software, services or other products that are not included as part of the Services, either as part of Server Care or other Supplemental Service. UIS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES AND AS BETWEEN YOU AND UIS, SUCH SERVICES ARE PROVIDED "AS IS." Your use of any third party software, services, and other products is governed by the terms of your agreement with the third party. Our Services are subject to availability of our qualified team members and our communications services.

25.0 Compliance with Laws: Customer will strictly comply with all applicable laws and regulations relating in any manner to the distribution of the Services and software including, but not limited to, (i) complying with all applicable United States export laws, rules, and regulations, and (ii) obtaining all necessary export and import licenses or permits and any other government approval necessary for the importation of the software or Services into any country other than the United States. Customer confirms it will not export or re-export software or Services, directly or indirectly either to (a) any countries that are the subject to United States export restrictions; any Subscriber who Customer knows or has reason to

know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or any Subscriber who Customer knows has been prohibited from participating in the United States export transactions by any federal agency of the United States Government. Customer acknowledges that software and Services may include technical data subject to export and re-export restrictions imposed by United States law.

26.0 Customer represents and warrants: (a) Customer has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which Customer is engaged; and (b) Customer has complied and does comply with all laws, regulations, orders and statutes which may be applicable to Customer whether local, state, federal or foreign. From the date of this Agreement until the termination hereof, customer agrees to operate in accordance with and to maintain current all such certifications, permits, licenses, approvals, grants and charters, and to comply with all applicable laws, regulations, orders and statutes, whether local, state, federal or foreign. Customer agrees to indemnify, defend and hold harmless UIS from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of Customer's failure to comply with this provision.

27.0 UIS represents and warrants: (a) UIS has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which UIS is engaged; and (b) UIS has complied and does comply with all laws, regulations, orders and statutes which may be applicable to UIS whether local, state, federal or foreign. From the date of this Agreement until the termination hereof, UIS agrees to operate in accordance with and to maintain current all such certifications, permits, licenses, approvals, grants and charters, and to comply with all applicable laws, regulations, orders and statutes, whether local, state, federal or foreign. UIS agrees to indemnify, defend and hold harmless Customer from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of UIS's failure to comply with this provision.

28.0 FORCE MAJEURE: If UIS's and/or its third party service provider's ability to render services is impaired by you or circumstances beyond the control of UIS and/or its third party service provider, UIS and/or its third party service provider may choose not to provide services.

29.0 LIMITATION OF REMEDY: UNDER NO CIRCUMSTANCES SHALL UIS, ITS EMPLOYEES AND INDEPENDENT CONTRACTORS, AND/OR ITS THIRD PARTY SERVICE PROVIDER(S) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES COSTS, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF, OR RELATED TO, THE SERVICES PROVIDED BY UIS AND/OR ITS THIRD PARTY SERVICE PROVIDER(S) OR OUT OF THE INSTALLATION, DE-INSTALLATION, USE OF, OR INABILITY TO USE YOUR COMPUTER SOFTWARE, HARDWARE, PERIPHERALS, OR THE NETWORK RESULTING FROM THE SERVICES PROVIDED HEREUNDER. UIS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY AMOUNT EXCEEDING THE TOTAL PORTION OF THE CONTRACT PRICE FOR SERVICES ACTUALLY PAID BY THE CLIENT WITHIN THE TERM THAT THE DAMAGES AROSE.

30.0 RELEASE OF LIABILITY: BY AGREEING TO THESE TERMS, YOU AFFIRMATIVELY RELEASE AND HOLD HARMLESS UIS, ITS EMPLOYEES AND INDEPENDENT CONTRACTORS, AND/OR ITS THIRD PARTY SERVICE PROVIDER(S) FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE THAT YOU, YOUR ORGANIZATION OR A THIRD PARTY MAY SUFFER, INCLUDING AND NOT LIMITED TO ANY LOSS OF ANY DATA AND THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF YOUR COMPUTER SOFTWARE, HARDWARE OR NETWORK RESULTING FROM UIS, ITS EMPLOYEES AND INDEPENDENT CONTRACTORS, AND/OR ITS THIRD PARTY SERVICE PROVIDER'S AGENTS, PARTNERS AND/OR THIRD PARTY SERVICE PROVIDERS AND/OR LICENSORS, REGARDLESS OF WARRANTIES, DISCLAIMERS AND WAIVERS.

31.0 Notices: All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth below the signature lines, unless another address shall have been

designated by a party. All notices, not otherwise specifically provided for above, must be transmitted through at least one of the following methods: (1) personally delivered with signed receipt, (2) delivered by registered or certified mail with postage prepaid, (3) facsimile transmission with confirming e-mail sent, or (4) by commercial overnight courier with tracking number and signature required upon receipt.

32.0 Entire Agreement: This Agreement contains the entire understanding between the parties. It is agreed that subsequent agreements and transactions between the parties will serve to supplement the terms and conditions herein to the extent specified above. Should any terms or conditions within this Agreement, or any amendment be in conflict or inconsistent with one another, the amendment shall control over any language in this Agreement. Verbal commitments made by either Customer or UIS shall be non-binding.

33.0 Negotiated Agreement: This Agreement was a product of negotiation between the parties, who had access to legal representation if they so desired, so no party will have been deemed to have solely drafted this Agreement for the purposes of interpretation.

33.0 Severability. If any provision of this Agreement is held to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

34.0 Choice of Law & Venue: This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract entered into and performed in California, and specifically in the County of Santa Clara.

35.0 Counterparts: This Agreement may be executed in counterparts, where when each executed signature gathered together shall constitute one fully-executed agreement. The parties agree that facsimile signatures shall be acceptable in the execution of this Agreement.

USE OF UIS SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS IN THEIR ENTIRETY.