



ScriptLogic Corporation Transaction Services Agreement

This Transaction Services Agreement (the "**Agreement**") is made between ScriptLogic Corporation, with its principal place of business located at 6000 Broken Sound Parkway, Boca Raton, FL 33487 ("ScriptLogic") and you, the Customer. In consideration for the mutual promises and covenants contained herein, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, ScriptLogic and Customer hereby agree as follows:

ScriptLogic, through its employees, agents and contractors, will perform the consulting and/or training services ("**Activities**") described in the Services Order Form ("**SOF**") under the terms and conditions of the SOF and this Agreement and for the fees stated in the SOF.

1. Definitions.

A "**Description of Services**" or "**DOS**" is a document incorporated into a SOF by reference which contains a description of the Planned Activities for the SOF.

"**Documentation**" means the user manuals and documentation that ScriptLogic delivers with the Products.

An "**Engagement**" is a set of consecutive Workdays during which ScriptLogic will perform Activities at the Customer site. A "**Workday**" is a calendar day during which ScriptLogic performs Activities.

"**Hardware**" means any hardware identified in the SOF purchased by Customer from ScriptLogic under a separate agreement.

"**Products**" means the Software and/or Hardware identified in a SOF or DOS purchased by Customer under a separate agreement.

"**Software**" means ScriptLogic's proprietary software products identified in a SOF or DOS and licensed by Customer under a separate agreement.

2. Process.

(a) **Purchase Orders.** ScriptLogic will process each SOF upon receipt of Customer's purchase order ("**PO**") for the Activities and the estimated travel and living expenses, each as stated in the fees table of the SOF. The estimated travel and living expenses stated in the SOF shall be included as a separate line item on the PO. ScriptLogic, in its sole discretion, may waive the requirement for a PO if the Estimated Total Fees are over \$25,000.00 or if Customer confirms in writing that it does not issue PO for services such as those being provided by the SOF or for reimbursable travel and living expenses.

(b) **Resource Assignment.** The project team will be assigned following ScriptLogic's receipt of the SOF executed by Customer and Customer's PO (if required). The Activities will start upon mutual agreement of the parties. ScriptLogic's lead time required for scheduling the commencement of Activities is approximately four (4) to six (6) weeks following ScriptLogic's receipt and acceptance of an executed version of the SOF and Customer's PO (if required). Customer agrees that ScriptLogic may use certified channel partners or certified subcontractor consultants to perform Activities; however, ScriptLogic shall be liable to Customer for the acts and omissions of any such channel partner or subcontractor while such channel partner or subcontractor is performing Activities under the SOF. With Customer's approval, ScriptLogic may also send a consultant-in-training, free of charge, for observation or training purposes.

(c) **Rescheduling.** Once the dates of an Engagement have been agreed upon in writing by Customer and ScriptLogic, Customer may change the start date of the Engagement ("**Start Date**") without penalty with ten (10) or more days written notice to ScriptLogic. If Customer changes the Start Date six (6) to nine (9) business days prior to the Start Date, Customer agrees to pay ScriptLogic twenty percent (20%) of the total price of the Activities that were scheduled for the week following the Start Date or to forfeit the equivalent number of Prepaid Days. If Customer changes the Start Date five (5) business days or less prior to the Start Date, Customer agrees to pay ScriptLogic the full price of the Activities that were scheduled for the week following the Start Date or to forfeit the equivalent number of Prepaid Days. In addition, Customer agrees to pay any penalties or rescheduling fees for airline tickets, hotels, or other travel commitments made based on the Start Date which result from Customer's change of the Start Date and are not reasonably avoidable by ScriptLogic.

Customer agrees that, except for factors beyond its reasonable control or if the Activities planned for an Engagement have been completed, it shall not cancel Days of an Engagement. If Customer cancels Days for the Engagement once it has begun for reasons other than those stated in the preceding sentence, it shall pay ScriptLogic for the remaining Days in the Engagement or, if applicable, consume the applicable Prepaid Days.

(d) **Assumptions and Customer Obligations.** Customer agrees to sign weekly time and Activity reports to confirm the performance of the Activities and, if training classes are being provided under the SOF, sign the course evaluation forms prior to the departure of the on-site trainer. If the weekly time and Activity reports are not signed by Customer within five (5) days of their

delivery or Customer has not submitted a written request for adjustment, they will be considered to be correct and accepted by the Customer. In addition Customer will:

- Commit a technical resource as may be required to provide ScriptLogic with the assistance required to perform the Activities.
- Provide ScriptLogic consultants with adequate and appropriate accommodations at Customer's site as well as access to Customer's servers, systems and data as may be required to perform the Activities.
- Provide project team members with suitable business expertise, technical expertise and decision-making authority to ensure efficient project progress.
- On request, provide the ScriptLogic project manager with applicable documentation of Customer's current business practices applicable to the Activities to be performed under the SOF.

(e) **Change Orders.** Changes to the Activities described in the SOF will become effective upon mutual written agreement by ScriptLogic and Customer. Such agreement shall set forth the modification and, as applicable, any resultant changes to the delivery schedule, price and payment terms.

3. Number of Days. ScriptLogic does not represent that the Planned Activities will be completed within the Number of Days. ScriptLogic will promptly notify Customer if it determines that more Days than the Number of Days will be required to complete the Planned Activities and will not perform Activities beyond the Number of Days without an executed Amendment to the SOF. Following Customer's email or equivalent approval, ScriptLogic may reallocate the Number of Days stated in the SOF among the various resources stated in the fees table of the SOF provided such reallocation does not exceed the Estimated Total Fees set forth therein. Activities shall use Prepaid Days, if any, before non-Prepaid Days.

4. Fees.

(a) **Invoicing.** Payment shall be made in full within thirty (30) days from the date of the applicable invoice. Any amounts payable by Customer that remain unpaid after the due date shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid, or the maximum rate permitted by law if less. All applicable state and local taxes and travel and living expenses, if any, shall be billed as separate line items.

(b) **Expenses.** Unless the Price per Day in the fees table in the SOF indicates "Travel Included", Customer agrees to reimburse ScriptLogic for the travel and living expenses reasonably incurred in the performance of each SOF ("Travel Expenses"). Travel Expenses are estimated in the fees table and shall be subject to the following guidelines:

- Airline fares will be coach or "Y" class fares, however, whenever possible ScriptLogic will purchase discounted airfares.
- Car rental will be a midsize car or smaller. Mileage reimbursement for personal cars used, if any, will not exceed the current Internal Revenue Service approved reimbursement per mile.
- Lodging shall be in standard hotel rooms unless otherwise agreed to by the Customer. ScriptLogic shall seek competitive lodging rates and shall attempt to take advantage of any special discounts, which may be negotiated by the Customer at local hotels.
- Meals for Activities performed in North America, including travel days, will be billed at sixty dollars (\$60.00) per day; no receipts for meals shall be provided.

No Travel Expenses will be charged for Days designated as "Remote" in the SOF.

(c) **Dates Valid.** The Price per Day in the SOF is valid for Activities performed within one year of the date of Customer's execution of the SOF. Any Prepaid Days unused after six (6) months from the date of Customer's execution of the SOF will expire without the right of refund.

5. Intellectual Property. During the performance of the Activities by ScriptLogic, ScriptLogic may create certain intellectual property, including, without limitation, ideas, know-how, techniques, documentation, and software scripts (collectively, the "IP"). All IP shall be the sole and exclusive property of ScriptLogic. ScriptLogic retains title and full ownership rights to all such IP under the copyright laws of the United States, Canada or any other jurisdiction or under any federal, state, or foreign laws. Upon ScriptLogic's receipt of payment for the Activities, Customer shall be granted a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable, non-sublicensable license to use the IP for its internal business purposes. Notwithstanding the foregoing, nothing contained in this clause shall grant ScriptLogic any ownership rights to Customer's Confidential Information.

6. Warranty.

(a) **Performance.** ScriptLogic warrants that the Activities shall be performed in a workmanlike, technically correct manner and with professional diligence and skill. As Customer's exclusive remedy and ScriptLogic's sole obligation for any and all breaches of the foregoing warranty, ScriptLogic shall, at its option and expense, either re-perform any nonconforming Activities reported to ScriptLogic in writing by Customer within thirty (30) days of the performance of the Activities or refund the Services Fees paid for

such nonconforming Activities. For the purposes of this Section a “technically correct manner” means that the Activities have been performed accurately and in a manner which is consistent with the applicable Documentation.

(b) **Right to Perform.** ScriptLogic warrants that it has (i) all necessary licenses and permits required to perform the Activities, (ii) the right to use and provide the intellectual property used during the performance of the Activities and, (iii) the right to convey any licenses granted hereunder. Customer's sole and exclusive remedy, and ScriptLogic's entire liability for any breach of the warranty in the preceding sentence shall be for ScriptLogic to perform its obligations under Section 9.

THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED BY SCRIPTLOGIC HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

7. Nondisclosure. “Confidential Information” means information or materials disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information includes, without limitation, this Agreement, the Software, personal data, source code, object code, information regarding the functionality and performance of the Software, benchmark test results regarding the Software, Software license keys, trade secrets, financial information, marketing information, customer information, know-how, proprietary tools, proprietary knowledge or proprietary methodologies. Additionally, Confidential Information shall include “Individually Identifiable Health Information” (as that term is defined in 45 CFR § 164.501) or “Nonpublic Personal Information” (as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999) that ScriptLogic may come into contact with while performing the Activities.

Confidential Information shall not include information or materials that (a) were, on the Agreement Date, generally known to the public; (b) become generally known to the public after the Agreement Date other than as a result of the act or omission of the Receiving Party; (c) were known to the Receiving Party without an obligation of confidentiality prior to that party receiving the same from the Disclosing Party; (d) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (e) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information. Additionally, it shall not be a breach of this Section for the Receiving Party to disclose the Confidential Information as may be required by operation of law or legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

The Receiving Party shall not (1) make Confidential Information available to any Affiliates, directors, officers, employees, consultants or representatives (collectively, the “Representatives”) who do not have a “need to know” in order to carry out the purposes of this Agreement; (2) otherwise disclose any Confidential Information to any third party without the written consent of the Disclosing Party; or (3) use Confidential Information for any purpose other than as contemplated by this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section and shall disclose Confidential Information only to its Representatives who are legally bound to protect the Confidential Information under terms at least as restrictive as those provided herein. The Receiving Party agrees to protect Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall be liable for any disclosure or other breach in violation of this Agreement by any of its Representatives. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights.

8. Limitation of Liability. EXCEPT FOR (A) AMOUNTS CONTAINED IN FINAL JUDGMENTS OR SETTLEMENTS WHICH EITHER PARTY IS LIABLE TO PAY ON BEHALF OF THE OTHER UNDER THE *THIRD PARTY CLAIMS* SECTION, (B) EITHER PARTY'S BREACH OF THE *NONDISCLOSURE* SECTION, AND (C) CUSTOMER'S BREACHES OF THE *INTELLECTUAL PROPERTY* SECTION, IN NO EVENT WILL EITHER PARTY OR THEIR AFFILIATES, SUBCONTRACTORS, OR ANY OF THE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF SCRIPTLOGIC OR A SCRIPTLOGIC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EXCEPT FOR (A) EITHER PARTY'S OBLIGATIONS UNDER THE *THIRD PARTY CLAIMS* SECTION, (B) EITHER PARTY'S BREACHES OF THE *NONDISCLOSURE* SECTION, AND (C) CUSTOMER'S BREACHES OF THE *INTELLECTUAL PROPERTY* OR *FEES* SECTIONS, EITHER PARTY'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE ESTIMATED TOTAL SERVICES FEES SET FORTH ON THE SOF. NO ACTION MAY BE BROUGHT AGAINST EITHER PARTY LATER THAN ONE YEAR FROM THE TERMINATION OF THIS AGREEMENT.

9. Third Party Claims

(a) **Infringement.** ScriptLogic will at its own expense defend or settle any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that any IP provided hereunder directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which the IP is delivered to Customer, or misappropriates a trade secret in such country (an "**IP Claim**"). Additionally, ScriptLogic shall pay any judgments finally awarded against Customer under a IP Claim or any amounts assessed against Customer in any settlements of a IP Claim, and reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, necessarily incurred by Customer in responding to the IP Claim. ScriptLogic's obligations under this Section 9(a) are conditioned upon Customer (i) giving prompt written notice of the IP Claim to ScriptLogic; (ii) permitting ScriptLogic to retain sole control of the investigation, defense or settlement of the IP Claim, and (iii) providing ScriptLogic with such cooperation and assistance as ScriptLogic may reasonably request from time to time in connection with the investigation, defense or settlement of the IP Claim.

ScriptLogic shall have no obligation hereunder to defend Customer against any IP Claim (a) resulting from use of the IP other than as authorized in this Agreement, (b) resulting from a modification of the IP other than by ScriptLogic, or (c) based on Customer's use of the IP after ScriptLogic recommends discontinuation because of possible or actual infringement, (d) based on Customer's use of a superseded or altered release of IP if the infringement would have been avoided by use of a current or unaltered release of the IP made available to Customer, or (e) to the extent the IP Claim arises from or is based on the use of the IP with other products, services, or data not supplied by ScriptLogic if the infringement would not have occurred but for such use. If Customer's use of the IP is enjoined as a result of a IP Claim, ScriptLogic shall, at its expense and option either (i) obtain for Customer the right to continue using the IP, (ii) replace the IP with a functionally equivalent non-infringing product, (iii) modify the IP so that it is non-infringing, or (iv) accept the return of the infringing IP and refund the license fee paid for the infringing IP, pro-rated over a sixty (60) month period from the date of delivery of the IP. This Section states the entire liability of ScriptLogic, and Customer's sole and exclusive remedy, with respect to an IP Claim.

(b) **General.** At a party's request (the "**Defended Party**"), the other party (the "**Defending Party**") will at its own expense defend or settle any claim, suit, action, or proceeding brought against the Defended Party by a third party which primarily alleges that the Defending Party's negligent or wrongful acts or omissions have directly harmed such third party ("**Claim**"). Additionally, the Defending Party will pay any judgments on a Claim finally awarded by a court of competent jurisdiction or any settlements reached and the Defended Party's reasonable and necessary administrative expenses in responding to the Claim, including, but not limited to reasonable attorney's fees.

The Defending Party's obligations under this Section (b) are conditioned upon the Defended Party (i) giving prompt written notice of the Claim to the Defending Party; (ii) permitting the Defending Party to retain sole control of the investigation, defense or settlement of the Claim, and (iii) providing the Defending Party with such cooperation and assistance as it may reasonably request from time to time in connection with the investigation, defense or settlement of the Claim.

If a final judgment of the Claim allocates or attributes some or all of the liability, fault, or responsibility under the Claim to the Defended Party ("**Defended Party Liability**"), the Defended Party shall reimburse the Defending Party in proportion to the Defended Party Liability for (a) reasonable and necessary expenses the Defending Party incurred in defending or settling the Claim, including, but not limited to reasonable attorney's fees, and (b) any amounts awarded to the third party in the settlement or final judgment. Additionally, the amount payable by the Defending Party to the Defended Party under the first paragraph of this Section 9 (b) for the Defended Party's administrative expenses in handling the Claim shall be reduced in proportion to the Defended Party's Liability.

10. Term and Termination.

(a) This Agreement and the SOF shall continue in effect until terminated by either party upon thirty (30) days prior written notice. Any such termination shall not relieve either party of their respective obligations under the SOF in effect at the termination of the Agreement (which obligations shall remain in effect for the SOF), except as otherwise mutually agreed in writing by the parties.

(b) Customer may terminate the SOF for convenience upon ten (10) days prior notice to ScriptLogic. Either party may terminate the SOF for cause if the other party fails to perform any of its material obligations under this Agreement and fails to cure its breach within thirty (30) days after receiving written notice thereof from the non-defaulting party.

(c) Upon termination of this Agreement or the SOF hereunder, customer will pay ScriptLogic for all costs and labor incurred to the date of termination at ScriptLogic's standard professional services rates. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to the other party that all Confidential Information of the other party received in connection with this Agreement has been destroyed or returned. The Sections titled *DEFINITIONS, INTELLECTUAL PROPERTY, WARRANTY, NONDISCLOSURE, LIMITATION OF LIABILITY, THIRD PARTY CLAIMS, FEES AND GENERAL* shall survive the termination of this Agreement.

11. **Notices.** All notices required or permitted under this Agreement shall be sufficient if in writing and sent by first class mail, overnight mail, or courier, or transmitted by facsimile (if confirmed by mail), to the address set forth above, or to such address as designated by the party.

12. Assignment. Customer shall not assign this Agreement (by operation of law or otherwise) without prior written consent of ScriptLogic and any purported attempt to do so will be null and void.

13. Hiring of Employees. During the term of the SOF, and for a period of six months thereafter, neither party will solicit for employment any employees of the other party or its Affiliates who directly participated in the work being performed under the SOF. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative, nor shall it include contacts initiated by the employee.

14. Insurance. ScriptLogic shall maintain in effect during the term of this Agreement the following insurance:

(i) Worker's Compensation Insurance as required by applicable law, and Employers' Liability Insurance with a limit of liability not less than \$1,000,000 combined single limit per occurrence for bodily injury by accident.

(ii) Commercial General Liability Insurance (bodily injury and property damage) with contractual liability insurance. The limits of liability of such insurance shall not be less than \$1,000,000 combined single limit each event and \$2,000,000 general total limit.

(iii) Automobile Bodily Injury and Liability Insurance, covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence.

The above insurance shall endeavor to provide Customer with thirty (30) days' written notice prior to the effective date of any cancellation in the insurance, except ten (10) days in the event of the non-payment of premium. Coverage shall be placed with insurers rated A- VI or better as rated by A.M. Best's

15. General.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of laws of a different state. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in the County of Orange, State of California, United States of America. Each party hereby agrees to submit to the jurisdiction of such courts.

(b) If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, the terms of this Agreement that limit, disclaim, or exclude warranties, remedies or damages are intended by the parties to be independent and remain in effect despite the failure or unenforceability of an agreed remedy. The parties have relied on the limitations and exclusions set forth in this Agreement in determining whether to enter into it.

(c) All notices, requests, demands or communications required or permitted hereunder, including but not limited to billing contact information, shall be in writing, delivered personally, sent by facsimile or e-mail, or mailed by first class mail, postage prepaid, addressed to the legal department of the respective party or to such other address as shall be specified in writing by either of the parties to the other in accordance with this Section. All notices, requests, demands or communications shall be deemed effective upon personal delivery or four (4) days following deposit in the U.S. mail in accordance with this paragraph.

(d) ScriptLogic may include Customer in its listing of customers and, upon written consent by Customer, announce Customer's selection of ScriptLogic in its marketing communications.

(e) Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(f) Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of the *INTELLECTUAL PROPERTY* or *NONDISCLOSURE* Sections of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.

(g) This Agreement and the SOF may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. Signatures exchanged via facsimile will be deemed originals.

(h) Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures. Nothing in the foregoing shall be deemed to relieve Customer or its Affiliates of its obligation to pay fees owed under this Agreement.

(i) ScriptLogic Software Inc. is a federal contractor and Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a).

(j) Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including, but not limited to."

(k) ScriptLogic shall, at its own expense, comply with all federal and state laws, and statutes and regulations applicable to businesses which provide onsite consulting and training services for commercial software products.

(l) Each party is acting as an independent contractor under this Agreement and nothing contained herein shall be construed to create or imply any agency, joint venture, partnership, principal-agent or employment relationship between the parties. Neither party's employees, agents, or consultants will be considered under any circumstances to be employees, agents or consultants of the other party.

This Agreement, the SOF, and any properly executed addendum or exhibits thereto contains the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements and communications, written or oral, expressed or implied. The terms of this Agreement shall control over any conflicting terms and conditions contained in the SOF unless the terms or conditions in the SOF are expressly intended to modify this Agreement. This Agreement is legally binding only upon receipt of Customer's signature and upon counter-signature by ScriptLogic Software, Inc.