June 24, 2022

To: **City of Columbus, Division of Power**
910 Dublin Road
Columbus, OH 43215

Attn: **Casey Flynn**
CJFlynn@columbus.gov
(614) 570-2069

Offer Number: PR-2206-7106
Description: PRISM 12 System Upgrade

Dear Mr. Flynn,

Minsait ACS, an Indra Company, is pleased to present to City of Columbus, Division of Power this offer to perform an upgrade of your Minsait ACS PRISM system to our newest release of core PRISM software.

Our records indicate that your current system is running PRISM 10 on Red Hat Enterprise Linux 5 In order to continue to effectively support your system and ensure that you have the latest features and performance capabilities Minsait ACS has to offer; it is important that you consider a PRISM upgrade currently.

As requested, this proposal includes:

- Upgrade PRISM 10 to PRISM 12 and includes
  - Redundant UX server architecture
  - Upgrade to customer provided Dell hardware
  - Modify per each instance

Minsait ACS appreciates the opportunity to provide City of Columbus, Division of Power the latest release of PRISM and looks forward to working alongside one another.

Sincerely,

Caryn Denny

Caryn Denny
Sales Director
(917) 656-9042
Caryn.denny@acspower.com

minsait ACS

An Indra company

City of Columbus, Division of Power

PRISM 12 System Upgrade

Firm Offer

Offer No.: PR-2206-7106

Rev.: 03

Date.: June 24, 2022

Originated by: Houston Frazier

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1 Introduction

Minsait ACS is pleased to present this offer in response to your request for the upgrade of the existing PRISM system. With this upgrade, City of Columbus, Division of Power will receive Minsait ACS' newest system, PRISM 12.
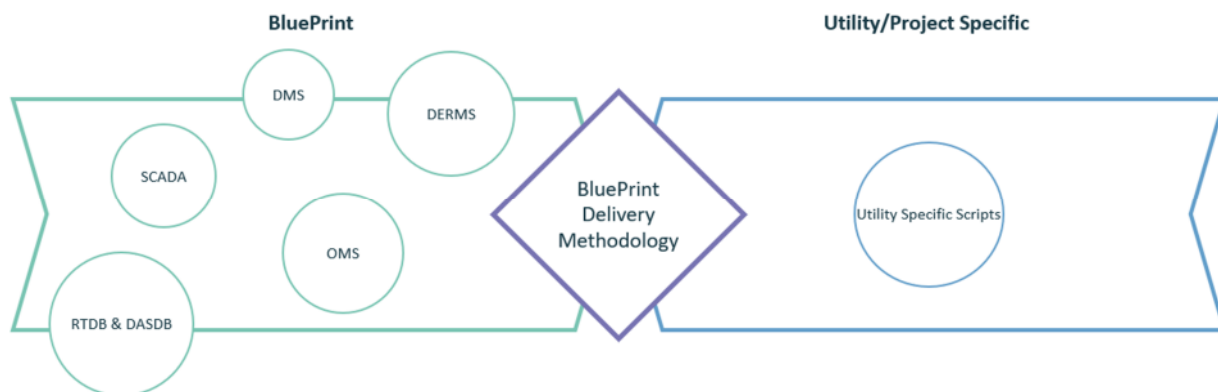
The latest version of our software includes an enhanced browser-based user interface with informative, flexible, and configurable layouts allowing each individual user east of access to information most pertinent to their role, an updated display editor, and many more improvements. The remainder of this proposal details these improvements.

We very much appreciate that you and other staff members invest your time and effort in reviewing our submittal.

2 Solution Description

With every PRISM 12 system comes Minsait ACS' BluePrint delivery methodology. BluePrint is the delivery methodology in which software for Minsait ACS applications already reside on each system that is delivered. This step allows Minsait ACS and City of Columbus, Division of Power to be confident that the correct software is installed on each system in a standard way. From here, City of Columbus, Division of Power will have their software configured appropriately for the needs of their system and consumers.

If City of Columbus, Division of Power has custom applications or customs changes that differentiate it from a standard delivery, these customizations will be implemented under specific custom folders already located in the standard delivery model. Also included in the BluePrint methodology is the ever-current system, which means that Minsait ACS will be releasing application updates for Linux and PRISM applications on a periodic basis to be sure each customer is running the latest of our software.

OneView

With PRISM 12, Minsait ACS introduces OneView, a new and intuitive user interface for system operators to access the PRISM system. OneView is browser-based, with informative, flexible, and configurable layouts allowing each individual user ease of access to information most pertinent to their role.
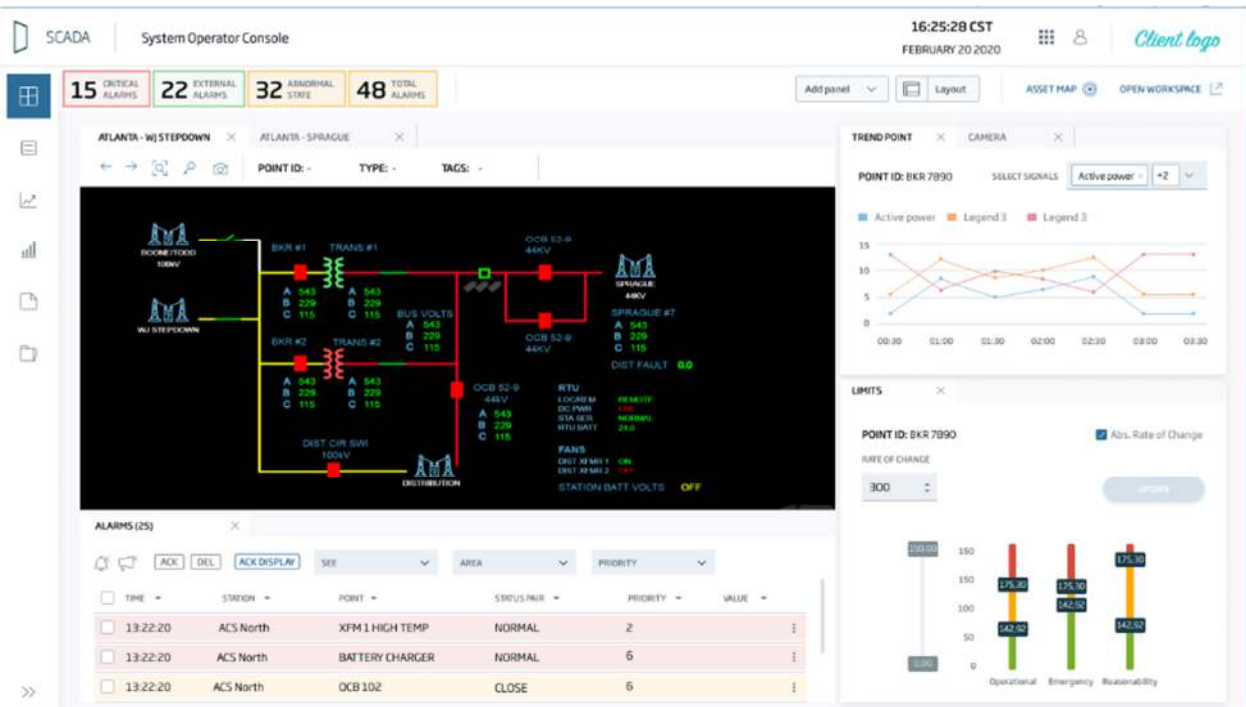
The figure above depicts a typical workspace a PRISM SCADA operator may use. The workspaces are configurable through the use of modular panels that can be added/removed, resized, repositioned, or consolidated into a user-sized portion of the workspace.
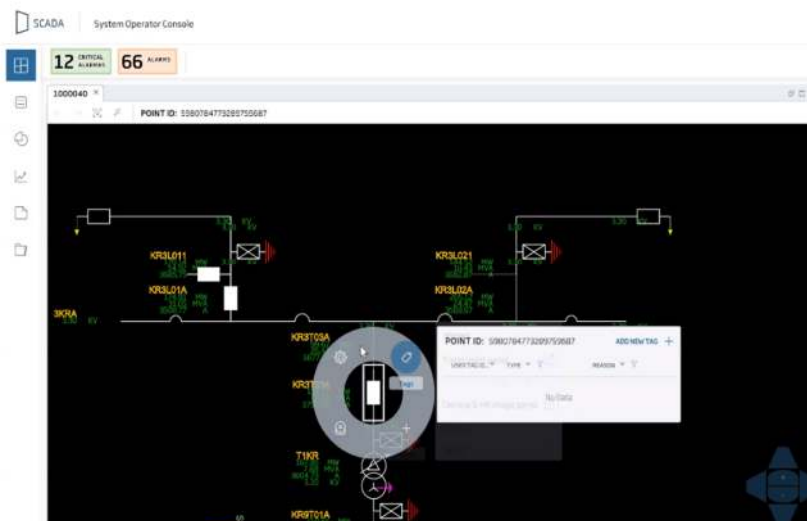
Within the display panel and when interacting with dynamic objects, Minsait ACS introduces the speed dial. The speed dial provides operators an easy way to view associated trend points, access the control dialog, add/edit tags, and view 24 hours of event history for the associated point.

For reporting needs, the new PRISM user interface includes a tabular summaries selection that displays real-time alarm, abnormal, event, tag, and telemetry reports. Users are able to sort on, add/remove information columns from the report field, and export.

The system operator will have trending capabilities and the ability the create dynamic reports that will populate administrator defined report templates.

With the delivered system, predefined widgets within the Advanced Analytics tab allow operators an overview and user defined look at key KPIs. As with the operator workspaces, the Advanced Analytics panels can be defined, resized, and saved.
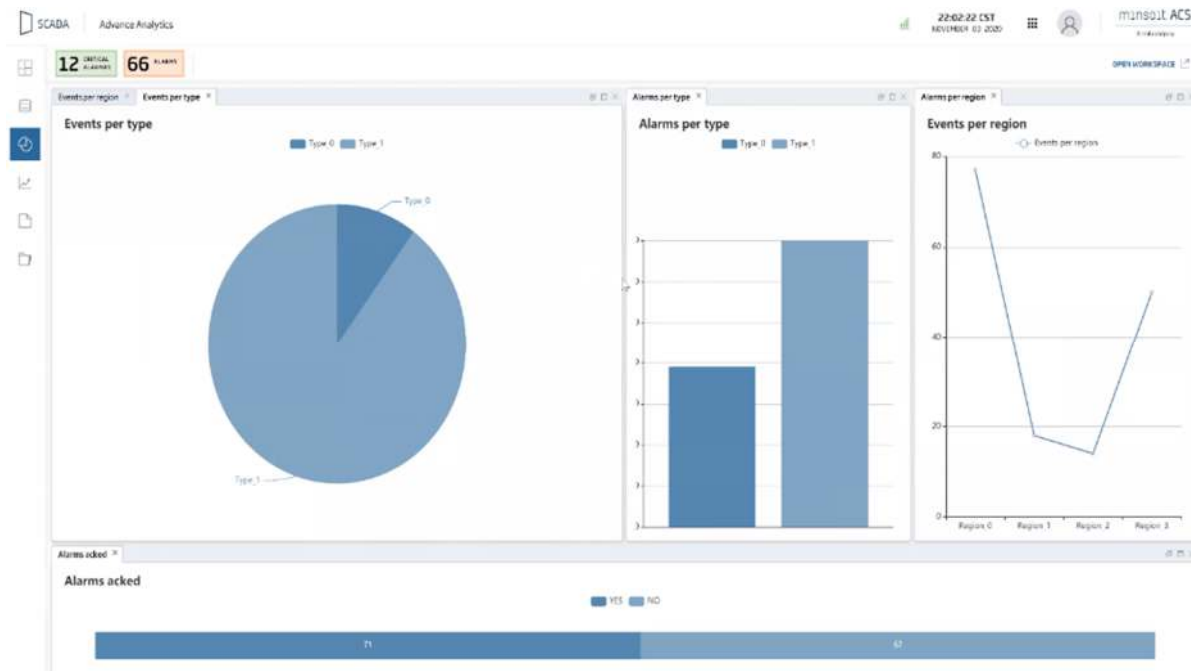
PRISM Designer

With the upgraded PRISM System, users will have access to Minsait ACS' enhanced drawing software, PRISM Designer. PRISM Designer offers a more user-friendly approach to the creation of displays. PRISM Designer allows enhanced customization of system displays that was not available in DrawV.

Users will now be able to hide and move the toolbar with simple click and drag mouse movements. The toolbar is now capable to be moved to anywhere on the drawing window, the toolbar can also be placed outside of the drawing window as seen below. For larger drawings where window space is scare, toolbars can now be hidden, creating a larger window for easier user access.

Multiple displays can now be opened up concurrently and shared on the same window, allowing for enhanced controls of all displays. For ease, Minsait ACS has created hotkeys to open, close, and save displays.

Upgrade Considerations

Software Requirements

Software License	Requirements
PRISM 12 – 64 bit	O.S: Red Hat Enterprise Linux 7 & 8
Red Hat 5.x and 6.x nodes	PRISM systems should <u>NOT contain a mix of Red Hat 5.x and 6.x nodes.</u> This creates maintenance issues and complicates support and future upgrades.
<u>Important Note:</u> • All nodes must be the same Red Hat Enterprise Linux and PRISM version.	
<u>Disclaimer:</u> PRISM 12 is not compatible with RHEL v6.x and lower versions. Therefore, Minsait ACS cannot resolve any issues related to PRISM 12 when running on these operating systems.	

<u>Other Software requirements</u>
    o   DASdb 6.0 or later (if applicable)
 	
    o   Oracle 12C R1 or higher if genHDA
 	
    o   Customer applications using the Minsait ACS application programming interface (API) will require re-compilation with 64-bit libraries
 	
<u>For systems with eAlarm, the following is assumed:</u>
 	
    o   Mail server properly configured by the utility
    o   IP address of the mail server available
    o   Customer's SCADA has an open pathway (port) to their existing mail server- No authentication required.
    o Dedicated AOA in the database by the utility	

- o Individual data points in the database configured by the utility

Hardware Requirements

Hardware	Requirements
Server/ Memory	• HP ProLiant DL380 G10 Server or later versions should replace all previously deployed Linux servers • 64 GB minimum for systems with maps and servers – the more the better
Workstation /Memory	• HP Z6 PC workstation should replace all previously deployed Linux workstations • 32 GB minimum recommended for workstations • 32 GB minimum for workstation-based masters
Older HP Hardware HP ProLiant DL380 G9 HP z640 workstation	• Certified for Red Hat Enterprise Linux 8 • Discontinued by HP/ Not supported anymore • To be handled on a case -by-case basis • More memory required
Important Note: • If PRISM 12 is deployed on older generations of servers or workstations not supported anymore by the original manufacturer, any issues will have to be replicated on the newer generation to exclude any hardware related issues. • Minsait ACS standard server and workstation should be used to avoid system maintenance issues and complicated support • PRISM 12 utilizes Sound Server as an audio source, certain audio may be affected by this	

Cost and System Considerations

- The license upgrade to PRISM 12 is covered under the Minsait ACS Full Subscription Support and Long-Term Support Agreement (LTSA) programs for customers under a current support agreement. Therefore, all existing Minsait ACS software licenses under the programs will be upgraded to the latest revision at no license cost.

- Minsait ACS has developed an automated tool to guarantee consistent, qualification of both the core Linux OS and all PRISM files and applications on the target system.

- Documented processes and project management tools are used to help ensure a smooth system transition with minimal, if any, downtime.

For the proposed project, Minsait ACS assumes the following:

- Customer has verbally agreed to reduce their system to a two-master redundant system for use by operations. Two operator workstations will be removed from the current support agreement.

- Customer has agreed to purchase their own Dell hardware and will be responsible for shipping to Minsait ACS headquarter office in Norcross, GA.

- Minsait ACS has confirmed that no Operating System (Red hat Enterprise Linux) should be loaded onto the Dell hardware prior to shipment to Minsait ACS in Norcross, GA.

- Minsait ACS assumes no liability if the customer purchased Dell equipment exceeds the proposed time for configuration and cannot be integrated with our Software within the charged time for this portion of the scope at which point additional project hours would need to be purchased. Any Dell hardware specific issues that may arise will be the responsibility of Columbus to manage and resolve. Please only assume this risk option with adequate support for the Dell Hardware.

Proposed PRISM System Architecture

The proposed PRISM System architecture is as follows:

PRISM SCADA
MASTER Workstation A

PRISM SCADA
MASTER Workstation B

ACS Support
(2-factor VPN)

ACS Diagnostic VPN
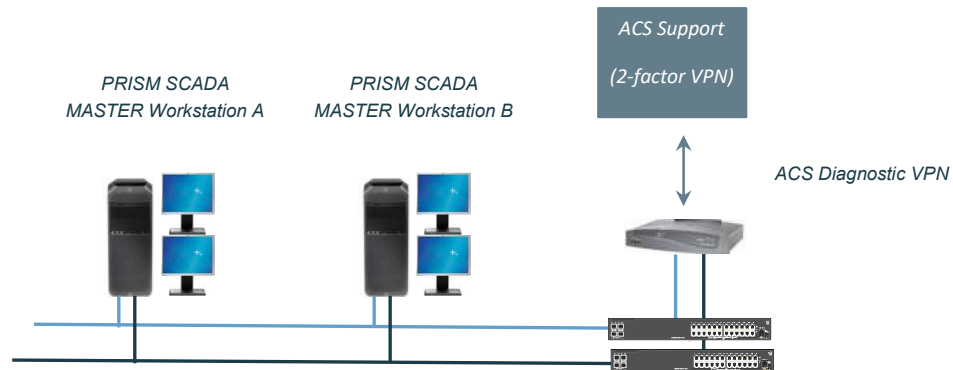
3 Scope of Supply

3.1 Customer Provided System Hardware

Item	Qty	Description
1	2	**PRISM Master Workstation** **Dell Precision 3650 Tower** • 11th Generation Intel Xeon W-1350, 12 MB Cache, 6 Core, 3.3 GHz to 5.0 GHz • HEATSINK for 80W CPU • 32GB (2x16GB) DDR4 UDIMM non-ECC Memory • Nvidia Quadro RTX 4000, 8GB, 3DP, Virtual Link (Precision 3650T) • C1: M.2 SSD Boot + Optional M.2 SSD (No SATA HDD) • 8x DVD+/-RW 9.5mm Optical Disk Drive • Dell KB216 Wired Keyboard English • Dell Optical Mouse - MS116 (Black) • 92mm Front Cooling Fan, Precision 36xx • US Power Cord

3.1.2 Minsait ACS System Hardware

Item	Qty.	Description
2	2	**PRISM System Restore Standard** PRISM System Restore Standard 2TB USB HDD

3.2 System Software

3.2.1 Existing System Software

Per the current Support Agreement in place, the following existing software licenses will be upgraded to the latest revision of Minsait ACS/ 3rd party software at no license cost.

Item	Qty	Description
3		**PRISM Software**
	1	PRISM Master Workstation-based License
	1	PRISM Master Redundant System License
	1	DNPnet Network Comm Protocol – single node license
	4	Red Hat Enterprise Linux
	3	ePRISM

Note: Two Red Hat Enterprise Linux Licenses will be removed from the Support Agreement

3.2.2 New System Software

Item	Qty	Description
4		**New PRISM Software**
	1	PRISM System Restore Standard

Note: Successful Testing is defined as being able to reach the External HDD and complete a Full backup.

3.3 Project Services

The following section serves to provide City of Columbus, Division of Power a detailed overview of the services that will be performed during the PRISM Upgrade.

Project Approach

The Minsait ACS Project Manager will direct a core project team to facilitate the timely and thorough implementation of all phases of the PRISM Upgrade project relating to the defined scope of supply. The Project Manager will be responsible for the coordination of all project work relating to this project, and all communication between Minsait ACS and City of Columbus, Division of Power. Project Management activities will be based on Minsait ACS' ISO9001 Quality Assurance process which was largely derived from the Project Management Institutes standards, and include:

- Project Kickoff Meeting and Project Scope of Work definition
- Submittal and maintenance of Project Schedule
- Tracking of all project correspondence
- Submittal and tracking of all required project documentation
- Project meetings / progress reports
- Coordination of all Minsait ACS testing activities
- Coordination of all Minsait ACS commissioning activities
- Submittal of all payment milestones in accordance with the contract

In order for the system applications to run correctly, a large amount of data is required from City of Columbus, Division of Power. Minsait ACS has developed standard templates and documentation to help explain and gather the required information from the existing PRISM System.

Project Initiation

3.3.1.1   Project Kick-off Meeting

The project kickoff meeting is held with City of Columbus, Division of Power project personnel to request any information required for successful delivery of the upgrade, and to understand the expectations and definition of success for the system upgrade.

The Minsait ACS project manager will lead discussions of:

- Scope of work, as per the purchased list of deliverables.
- For specific software solutions, input or requirement forms will be sent.
- Specific system information: IP Addresses List and Host Names
- List of Users and Roles for SCADA
- Custom scripts running on existing system
- City of Columbus, Division of Power' project manager contact name and shipping address to send an external USB drive to copy existing system files for conversion, and

email address for sending signature emails for invoice notifications, general schedule of work and estimated delivery date of the solution.

The project then transitions to the Planning phase.

Planning

After the customer kickoff meeting, the planning stage begins with the project manager taking the information from the kickoff meeting to prepare for successful delivery of the system.

The Project Manager will:

- Create the Statement of Work (SOW)
- Build the statement of work (SOW) document by documenting the equipment that must be procured, which existing equipment will remain or be removed within the current system, new software that must be procured, existing software that will remain within system
- Procure
  - Any necessary hardware
  - Software

The Project Engineer will:

- Acquire needed City of Columbus, Division of Power system data
- Access the existing system to gather pertinent information such as:
  - Current processes running on system
  - Current scripts running in system scheduler
  - Current system environment variables
  - SCADA profile information
  - Any special applications, scripts, or Scheduled jobs running in system
- Update or create the system network diagram
- Scheduling a meeting for IT network professionals to discuss network addressing requirements.
- Work with City of Columbus, Division of Power to create of the preliminary project schedule using the above information
- Log into City of Columbus, Division of Power existing system to retrieve copies of the PRISM SCADA databases through the Minsait ACS Diagnostic VPN router.
- Take log of all binaries, scripts, and processes that exist on the current system

City of Columbus, Division of Power' responsibility:

- Provide access as needed to existing system for uploads
- Facilitate responses to questions and requests for information

After review and finalization of the Statement of Work is complete, a detailed schedule is reviewed with all parties and baselined. Project resources are assigned and scheduled.

The project then transitions to the Execution phase.

Execution

Once all the hardware is received at the Minsait ACS Factory, the system will be staged on the manufacturing floor.

- All PRISM machines are base loaded with the PRISM Blueprint image and assigned the appropriate IPs and Host Names.
- An IT/network meeting will be held to verify the network configuration.
  - City of Columbus, Division of Power 's IT department may be required to ensure understanding of the network environment that the new solution will be installed.
- The database retrieved during the Planning phase (from external USB drive) is installed into a PRISM master and converted to new version.
- The system's existing graphic displays are migrated/converted into PRISM and installed.
- Device objects and symbol libraries are examined and updated, as necessary.
- PRISM applications are loaded and configured with City of Columbus, Division of Power' input gathered during the Planning phase.
- Custom scripts are migrated or obsoleted as dictated by the in-depth SOW review.
- Interconnectivity of all system components will be checked and verified.
- Compatibility of hardware and software drivers will be checked and updated, if necessary.

Once completed, the project then transitions to the Testing / Commissioning phase.

Testing

Upon completion of the Execution phase, the system Factory Acceptance Test is conducted by a Project Engineer.

- The standard PRISM SCADA FAT document is modified in alignment with the statement of work.
- Tests are conducted in accordance with the FAT Document.
- Customer Witnessed FAT can take place remotely via Microsoft Teams.
- Any remaining issues not resolved by the end of the FAT are to be resolved prior to shipment and incorporated into the commissioning system Acceptance Test procedures.
- Security scans are conducted on the machines and remediation is addressed, as necessary.
- Shipping documentation is prepared and signed off for shipment.
- The System Acceptance Testing agenda is prepared by the project team.

Delivery, Remote Installation, and Testing

Once the system is delivered City of Columbus, Division of Power' site.

- City of Columbus, Division of Power   will stage, network, and power the equipment
- Project engineers may log in prior to remote commissioning to do preliminary checks on the system such as network connectivity.

When the Minsait ACS begins remote commissioning, the Project Engineer will:

- Use the System Acceptance Testing Scope of Work document as the commissioning plan.
- Access the delivered PRISM system and applications and begin the startup process.
- Verify the Network and field connectivity as much as possible without disturbing the existing operational system.
- Cutover the communications from the old system to the new, when approval for cutover is received by City of Columbus, Division of Power.
- Performs preliminary checks for PRISM
- The Project Manager and Engineer log issues in the Variance Tracking Sheet and maintain throughout the remained for commissioning with "system-critical" issues being prioritized.
- Remaining minor issues not completed by the end of the commissioning week are logged as "punchlist items" to be addressed in the following weeks.
- This punchlist is signed by the customer to log the condition of the system at relative completion of remote commissioning.

Following system acceptance testing, the project will have reached "substantial completion". A project has reached substantial completion when the project is completed and usable aside for a few minor deficiencies. When the project reaches this point, the Client and Minsait ACS will collaborate on a Punch List noting any deficiencies that need to be resolved before the Client accepts the work as complete (and releases final payment). The Minsait ACS PM will capture the agreed upon items in a Provisional Acceptance Certificate (PAC) Letter which will be signed by both Project Managers. This will document the final items preventing final acceptance. Once signed, the teams will proceed to close out the open items. Upon completion of the PAC items, the Minsait ACS Project Manager will submit a Final Acceptance Certificate (FAC) Letter indicating the end of the project and will arrange for an official turnover with Customer Care.

The project then transitions to the Closeout phase.

Closeout

- Any remaining punchlist items are resolved remotely.
- A completion letter is signed by City of Columbus, Division of Power and final invoicing is conducted.
- A meeting is scheduled with customer care for internal handoff. Service and support contract is commenced
- System As-Built drawings are completed, as necessary.

4 Pricing

The price for the proposed PRISM System Upgrade is as follows:

Item(s)	Description	Price
1-2	System Hardware	$368
3	Existing System Software	$0
4	New System Software	$1,512
	Shipping Cost	$1,000
	Minsait ACS Project Services	$54,738
	Total Price	**$57,618**

Upon successful integration and operation of PRISM System Restore solution, the new Software Licenses purchased under this offer will be subject to support costs. The annual fees for the new licenses as well as any other changes to the support contract will be added to the support agreement. The agreement goes into effect when project is completed. A separate email will be provided for the support contract details.

4.1 Notes on Pricing

All optional pricing only valid if purchased concurrently with PRISM System Upgrade.

All travel & Living expenses are excluded and will be invoiced to Client Name as incurred.

All work will be completed remotely. If onsite assistance is requested, all travel and living expenses will be invoiced at cost. All onsite and travel hours will be invoiced at $225/hr.

All above pricing is based on standard ACS configuration and is defined under the following conditions:

- Firm, in USD, for the validity of the Offer
- All taxes are excluded from price
- Prices quoted are F.O.B Norcross, GA
- Limited to the Scope of Supply

5 Terms and Conditions

The terms and conditions governing this offer are set forth in Attachment A – Minsait ACS General Terms and Conditions of Sales. All software sold under this proposal is subject to the terms in Attachment B – Software License and Maintenance Agreement.

5.1 Terms of Payment

Minsait ACS will invoice in accordance with the payment milestone(s) described below. Payments not received within this period will be subject to interest charges.

Milestone	System Hardware	System Software	Shipping (Freight)	Project Services	Value Invoiced
Receipt of Order	0%	100%	100%	0%	$2,512
Receipt of Hardware at Minsait ACS Factory	100%	0%	0%	20%	$11,316
Receipt of Client Name's Database and Displays	0%	0%	0%	20%	$10,948
Completion of In-House Factory Acceptance Test	0%	0%	0%	35%	$19,158
Shipment of System	0%	0%	0%	15%	$8,211
Completion of Project	0%	0%	0%	10%	$5,473

5.2 Shipping & Handling

Standard shipping within the continental US is typically 5-7 business days.

A shipping & handling fee of $35 will be added to each small package shipment. No separate freight invoice will be submitted. Packages exceeding $35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.

Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

6 Delivery

The delivery is expected to be 180 days after project start date, subject to further agreements.

Purchase orders need to include the ACS Offer Number, the ACS Terms of Payment (as stated in section 4.2 of offer), and the Customer's Billing and Shipping Information.

All purchase orders should be sent to the address below.

Minsait ACS, Inc.
2755 Northwoods Parkway Norcross, Georgia 30071
Attn: Order Entry Team
FAX: 01-770-448-0957
Email: ACSOrderEntryTeam@acspower.com

7 Validity

This Offer is valid for a period of 60 days from the date of this offer.

8 Exclusions from Offer

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

9 Supporting Documentation

Attachment A – ACS General Terms and Conditions of Sales

Attachment B – ACS Software License Maintenance Agreement

1. Definitions

1.1 <u>Affiliates</u>: with respect to each Party, a company or entity which are directly or indirectly controlled by, in control of, or under common control with, such Party.

1.2 <u>Control</u>: the ability, whether directly or indirectly, of an individual or organization to direct the affairs of another, by means of ownership, contract or otherwise.

1.3 <u>Customer</u>: the company or other legal entity and the Affiliates of that company or entity (for so long as they remain Affiliates) which have accepted the Proposal and can enter into a PO under these GTC.

1.4 <u>Developed IP</u>: Intellectual Property created or developed by Minsait ACS in relation to the provision of Products and/or Services to Customer.

1.5 <u>GTC</u>: These General Terms and Conditions.

1.6 <u>Intellectual Property (IP)</u>: all patents, patent applications, designs, database rights, copyright, trademarks, know how, domain names, moral rights, rights in confidential information, ideas, methodologies, templates, concepts, computer programs, softwares, source codes and all other forms of intellectual or industrial property rights whether or not registered or capable of registration and wherever in the world enforceable.

1.7 <u>Minsait ACS</u>: Minsait ACS, Inc., a company incorporated under the laws of the State of Georgia, with offices at 2755 Northwoods Parkway, Peachtree Corners, GA, 30071, USA.

1.8 <u>Minsait ACS Software</u>: the object code versions of the baseline computer software programs developed by or for Minsait ACS. Minsait ACS Software does not include and these GTC do not grant Customer a license to the source code for Minsait ACS Software.

1.9 <u>Party</u>: Minsait ACS or Customer (as relevant) and Parties means both of them.

1.10 <u>Purchase Order (PO)</u>: the written order incorporating and governed by these GTC, which describes the Products and/or Services to be provided by Minsait ACS to Customer.

1.11 <u>Previous IP</u>: Intellectual Property owned or controlled by either Party on the date of the coming into force of these GTC;

1.12 <u>Product</u>: any Minsait ACS designed and manufactured RTU product or part. (i.e. NTX).

1.13 <u>Proposal</u>: the written offer, commercial and/or technical, to supply Products and/or provide Services to Customer, to which these GTC are expressly incorporated.

1.14 <u>Services</u>: any Services to be provided by Minsait ACS to Customer pursuant to these GTC and the Proposal, as set out in a PO.

1.15 <u>System</u>: any Minsait ACS deliverable involving project delivery of Minsait ACS or Third-Party Software (i.e. PRISM).

1.16 <u>Third-Party Software</u>: object code versions of the computer software programs licensed by Minsait ACS from third parties and sublicensed to Customer. Third-Party Software does not include and these GTC do not grant Customer a license to the source code for such Third-Party Software.

2. Scope

2.1 These GTC are applicable and shall govern any supply of Products or provision of Services by Minsait ACS to Customer under the Proposal.

2.2 Customer's standard terms and conditions, notwithstanding their reference to or inclusion in any quotation, order, invoice, or otherwise, shall not be binding on Minsait ACS. Where however the Parties have concluded and executed a main contract, the terms as contained in such contract shall take precedence over these GTC.

2.3 Minsait ACS may amend these GTC from time to time by giving Customer notice in writing of the amendments at least fifteen (15) days prior to the amendments taking effect.

2.4 All Products are sold, and Services performed on the understanding that all licenses, permits and the like required under relevant statutes, ordinances, rules and regulations have been previously obtained by Customer.

2.5 Nothing in these GTC can be invoked by Customer in order to preclude, injure or in any manner restrict Minsait ACS right to supply or provide to thirds parties Products or Services that are equal or similar to the Products or Services supplied or provided under the Proposal.

3. Purchase Order

3.1 Minsait ACS agrees to supply Products and provide Services as may be assigned to Minsait ACS through the issuance of an individual PO.

3.2 Customer undertakes to provide Minsait ACS, in a timely manner, with all information and data, and explanations/clarifications thereof, needed for the due performance of the PO.

3.3 The PO will be placed by Customer electronically or by emailing a copy thereof to Minsait ACS, and shall contain, in accordance with the terms of the Proposal, the details of the Products ordered (including the specification, the delivery date and shipment address), details of the Services to be rendered (including the scope) and confirmation of the Price.

3.4 Each PO shall be separate and distinct from each other and the termination of a PO shall not affect the Products supplied and the Services provided under another PO unless the Parties expressly agree otherwise.

3.5 Should there appear to be any discrepancy or ambiguity in description or quantities in a PO, Minsait ACS shall submit the matter in a timely manner to Customer before proceeding to execute the PO.

3.6 No extra supply of Products or provision of Services or other material change to the nature, scope, extent or level of Products or Services shall be made unless they are consistent with the original scope set forth in the PO and unless the terms and conditions therefor shall be set forth in a written order issued by Customer and accepted by Minsait ACS (each, a *"Change Order"*). Upon Minsait ACS acceptance of a Change Order, Minsait ACS shall proceed with the supply of Products or provision of Services affected thereby in accordance with the Change Order and the schedule agreed between the Parties, consistent with the applicable provisions of the Proposal which are not in conflict therewith.

3.7 Unless otherwise agreed in writing, Customer may not cancel a PO that has been accepted by MINSAIT ACS. If MINSAIT ACS agrees to the cancellation of a PO, the Customer will be liable for any of MINSAIT ACS costs incurred prior to the date of cancellation.

4. Delivery and Limited Warranty

4.1 All Products to be delivered will be packed and packaged in accordance with applicable laws and specifications for the Products. Any additional packing or packing crates required by Customer shall be chargeable by Minsait ACS, after acceptance by Customer of a quotation.

4.2 Unless otherwise agreed, risk of loss shall immediately pass upon delivery of any of the Products. Notwithstanding the foregoing, Minsait ACS shall retain title of the delivered Products until receipt of full payment from Customer.

4.3 Customer shall inspect the Products delivered within two (2) days of receipt in the address provided for in the PO and shall promptly notify Minsait ACS of any defects. If Customer fails to notify Minsait ACS within two (2) days, the delivery of conforming Products shall be deemed to have occurred.

4.4 In the event of non-conforming Product, the Purchaser may request the return of such non-conforming Product, subject to the written agreement of Minsait ACS. This request for return shall only be taken into consideration provided that Minsait ACS has been notified of such non-conformities within the timeframe provided in the foregoing Subsection. Such request shall be duly substantiated, together with undisputable evidence (such as but not limited to pictures of the Item and / or packaging) and the non-conformity report of Customer's quality inspector. Any return made despite refusal of the request by Minsait ACS shall not be taken into consideration. If the return request is accepted, Minsait ACS shall issue a return authorization number.

4.5 No defect or claim in respect of Products delivered will entitle Customer to reject delivery of other Products, which are not subject to any defect or claim, delivered as part of the PO.

4.6 Product returns are accepted by Minsait ACS under the following conditions: (i) Products must have never been installed and returned in their original packaging; (ii) Customer has obtained and included a return authorization number from Minsait ACS; (iii) all expenses associated with the return are borne by Customer including all freight,

handling, insurance and other applicable charges; and (iv) Customer pays a minimum restocking fee on the returned Product of twenty five percent (25%).

4.7 Customer may request an expedite delivery. In such case, Minsait ACS reserves the right to apply and invoice a premium charge with the purpose to cover delivery process disruption costs incurred by Minsait ACS in providing this expedite delivery service to Customer.

4.8 Minsait ACS sole obligation under the limited warranty shall be repair or replacement of non-conforming specified NTX Products or, at the option of Minsait ACS, return of the Product and a refund of the Price. Customer assumes all risk whatsoever as to the result of the use of the Products purchased, whether used singularly or in combination with any other products or substances.

4.9 Minsait ACS repairs provided under warranty may utilize, after being tested to a standard consistent with Minsait ACS performance and quality requirements, refurbished parts. Upon usage, such parts shall be clearly labeled as "refurbished".

4.10 All costs of dismantling, reinstallation and freight, and the time and expenses of Minsait ACS personnel for site travel and diagnosis onsite under this warranty shall be borne by Customer.

4.11 Minsait ACS warrants its NTX produced product line, to only include the NTX-20, NTX-200, NTX-220, NTX-240, NTX-260, NTX-U20 & NTX-U57, to be free from defects in materials and workmanship for a period of ten (10) years for all NTX series and their respective modules from the date of shipment. This warranty only applies to Minsait ACS manufactured NTX products and is governed by the following guidelines:

a) repairs shall be warranted for an additional period of ninety (90) days from the date of shipment or for the duration of the original warranty, whichever is greater;

b) Customer is required to obtain a RMA from Minsait ACS prior to the return of any part or product;

c) Customer shall be solely responsible for shipping and returning the Product to Minsait ACS for repair or replacement in accordance with the warranty terms and conditions outlined herein; and

d) Minsait ACS reserves the right to substitute refurbished parts and components for any and all repair work.

4.12 ACS limited warranty shall not apply to (i) any Products damaged by misuse, neglect, or accident caused by Customer or its agents, contractors, employees or the like; (ii) any event of Force Majeure (as defined herein); or (iii) any Products which have been improperly installed, operated, maintained, repaired, or modified, by persons other than Minsait ACS, its employees, or subcontractors. Should any information or documentation provided by Customer be inaccurate and the same leads to a defect in materials and workmanship, the warranty shall be void.

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4.13 Minsait ACS warrants its System to be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment.

4.14 Notwithstanding the foregoing, the following deliverables shall be free from defects in materials and workmanship as follows: (i) System upgrades are warranted for a period of twelve (12) months from the date of shipment; and (ii) Minsait ACS warrants that the Minsait ACS Software will perform without documented defects for a period of three (3) months following delivery of the Minsait ACS Software.

4.15 Warranties related to any Third-Party Software and hardware shall be subject to OEM's terms. For the avoidance of doubt, MINSAIT ACS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

4.16 THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY MINSAIT ACS IN CONNECTION WITH THE SPECIFIED NTX PRODUCTS, SYSTEM AND MINSAIT ACS SOFTWARE. MINSAIT ACS CANNOT AND DOES NOT MAKE ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT LINE, SYSTEM AND MINSAIT ACS SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.17 The remedies set forth in this Section shall be Customer's sole and exclusive remedy and Minsait ACS entire liability for any breach of the limited warranties set forth herein.

5. Services

5.1 The Services provided by Minsait ACS hereunder shall be only for the Customer's use and benefit; therefore, Customer may not reproduce or present them outside its organization without Minsait ACS prior written consent.

5.2 Customer acknowledges and agrees that any Services provided by Minsait ACS are done so within the limits of the Proposal and pursuant to the Customer's specific instructions. All instructions and information given by Customer must be correct, complete and duly disclosed to Minsait ACS.

5.3 Minsait ACS has the exclusive right to determine the personnel that will perform the Services.

5.4 Customer is the sole responsible for the implementation or not of any recommendation made by Minsait ACS and for the results of the Services and their consequences. All estimates and recommendations produced/provided by Minsait ACS are based on information and facts known at the present moment.

5.5 Services rendered pursuant to the Proposal will be subject of evaluation and acceptance by Customer. In case Customer does not manifest its acceptance or rejection within ten (10)

days after its delivery by Minsait ACS, the Services will be presumed as accepted without reserves. Customer must present all objections it may have in connection with the Services in one sole opportunity, within the timeframe set forth above. Any further claims under any title after this representation is made will not be accepted. Notwithstanding the foregoing, acceptance of a System shall be deemed to have occurred if Customer puts the System to use or agrees to acceptance.

5.6 Minsait ACS warrants that the Services will be performed in a good and workmanlike manner and according to their respective technical specification and Minsait ACS undertakes to re-perform any Services not in compliance with this warranty brought to its attention within ninety (90) days, after the Services are performed and delivered by Minsait ACS and accepted by the Purchaser. THE PRECEDING IS MINSAIT ACS ONLY WARRANTY REGARDING THE SERVICES IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED.

5.7 Customer is the sole responsible for paying all taxes (except for taxes based on Minsait ACS net income or capital stock) relating to any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the Price set forth in the Proposal or in any PO. In each instance, Minsait ACS will invoice Customer for applicable tax amounts and such invoices are due upon Customer's receipt thereof.

5.8 Customer is the sole responsible for licensing any software related to the Services and for the acquisition of the corresponding hardware as well, if necessary, unless provided otherwise in the Proposal, when a Minsait ACS Software could be required, under specific licensing terms. Customer also will be the sole responsible for data storage or cloud capacity. Software, data storage/cloud capacity and hardware must be available in the beginning day of Minsait ACS activity.

6. Price and Payment

6.1 The Price for the Products and/or Services is indicated on the Proposal and/or in any PO, according to the terms previously agreed between the Parties. All Prices are net US Dollars.

6.2 Unless expressly stated in the Proposal or in any PO, the Price excludes:

a) any and all additional costs, such as freight, insurance, export fees, transportation, import and other permits or certifications;

b) taxes, including without limitation value added tax, levies, fees, income, sales or any other taxes; and

c) any exchange rate risk.

6.3 Customer will receive invoices in accordance with the contract's defined milestones. Minsait ACS shall be entitled to submit an electronic invoice, at the end of each month for Services performed or, in case of Products supplied or milestone achieved, upon actual delivery or acceptance of the relevant Product or milestone, as the case may be.

6.4   Customer shall pay the Price as set out in each invoice within thirty (30) days of receipt of that invoice.

6.5   Late payments by Customer will accrue interest on the unpaid amount, at the rate of higher of 1.5 % (one point five percent) per month or the maximum rate permitted under applicable law, from the date on which payment was due until the date of actual payment. Customer will be liable for all costs incurred with the recovery of any unpaid invoiced amounts, including without limitation legal and collection agents' fees, court costs and interest.

6.6   Customer is not entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to Customer by Minsait ACS, nor is Customer entitled to withhold payment of any invoice if part of that invoice is in dispute.

7.   Confidentiality

7.1   For purposes of these GTC, the term "Confidential Information" means (i) all information of either Party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, strategic partners, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party), that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that the Receiving Party by the nature of the circumstances surrounding the disclosure or receipt ought to know should be treated as proprietary and confidential. Confidential Information of Minsait ACS also includes the terms, conditions and pricing of the Proposal or any PO.

7.2   Either Party may from time to time disclose to the other Party certain Confidential Information (as hereinafter defined) received from the Disclosing Party. For a period of two (2) years from the termination of the PO, the Receiving Party shall protect the Confidential Information received from the Disclosing Party from unauthorized dissemination, using the same degree of care that the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care.

7.3   The Receiving Party shall use the Confidential Information received from the Disclosing Party only to accomplish the purpose of the Proposal and the PO, and shall limit the disclosure of the Confidential Information received from the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information.

7.4   The obligations of either Party pursuant to this Section 8 shall not extend to (i) any information that the Receiving Party can demonstrate through written documentation was already known to the Receiving Party prior to its disclosure to the Receiving Party, (ii) was or becomes known or generally available to the public (other than by act of the Receiving Party), (iii) is disclosed or made available in writing to the Receiving Party by a third-party having a bona fide right to do so, (iv) is independently developed by Receiving Party without the use of any Confidential Information, or (v) is required to be disclosed by process of law, provided that the Receiving Party shall notify the Disclosing Party promptly upon any request or demand for such disclosure.

7.5   The Receiving Party shall, upon completion or other termination of discussions with respect to the Confidential Information, or upon demand by the Disclosing Party, whichever is earlier, promptly: (i) return to the Disclosing Party any and all Confidential Information in tangible form together with all copies or reproductions thereof; and (ii) destroy any notes, memoranda or other documents concerning the Confidential Information and provide a certificate from an officer of Receiving Party certifying to the Disclosing Party that such items have been destroyed, provided that the Receiving Party may retain copies of Confidential Information to the extent necessary to meet any statutory requirements and for any legal proceedings and copies stored due to automatic computer archiving.

7.6   The Parties acknowledge that any breach of this Section 7 may cause immediate and irreparable injury to the non-breaching Party and that monetary damages may be inadequate to compensate the non-breaching Party for such breach. Having acknowledged the foregoing, the Parties agree that, in the event of such breach, the non-breaching Party shall be entitled to seek injunctive relief, in addition to all other remedies available to it at law or in equity.

8.   Intellectual Property

8.1   Nothing contained in these GTC, the Proposal or in any PO shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of Minsait ACS or any third-party.

8.2   Customer acknowledges and agrees that (i) all Intellectual Property rights embodied in or in connection with the Products and/or Services, including all associated documentation, parts or software, are the sole property of Minsait ACS or its suppliers, and (ii) all Intellectual Property developed by Minsait ACS previously or during the course of the Proposal or any PO will remain the sole property of Minsait ACS.

8.3   Minsait ACS grants Customer a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the work product for Customer's own operations, except for software licenses, if any, which are subject to a specific license agreement, to be dully executed between the Parties.

8.4   Customer must not at any time without the prior written consent of Minsait ACS, register or use any trademarks, trade names, domain name, trading style, commercial designation or design owned or used by Minsait ACS. Customer, however, allows Minsait ACS to mention Customer's name, the Products delivered and the Services provided for the exclusively purpose of commercial reference to third parties.

9. Data Protection and Privacy

9.1 Unless the context otherwise requires, terms defined in the applicable data protection legislation shall have the same meaning when used in this Section 9.

9.2 The Parties agree that to the extent Minsait ACS processes personal data on behalf of Customer in the provision of the Services, Customer is the data controller and Minsait ACS is the data processor.

9.3 Minsait ACS represents, undertakes and warrants that it shall (i) comply with the requirements of the applicable data protection legislation to the extent it applies to Minsait ACS in its capacity as a data processor; (ii) only process the personal data to the extent necessary for the provision of the Services, and as otherwise instructed by Customer in writing; (iii) implement and maintain appropriate technical and organizational measures to ensure the security, integrity and confidentiality of the personal data and prevent the unauthorized or unlawful processing of the personal data; and (iv) not disclose or transfer any part of the personal data to any person or allow access to it by any person other than as expressly permitted by and in accordance with this Section.

9.4 Customer represents, undertakes and warrants that (i) it shall comply with the requirements of the applicable data protection legislation to the extent it applies to Customer in its capacity as a data controller; (ii) have all necessary authorizations in place to provide personal data to Minsait ACS; (iii) disclose all such personal data only on a 'need to know' basis limited to what is necessary in relation to the purposes for which such personal data is processed by Minsait ACS; (iv) not (unless absolutely necessary for facilitating receipt of Services) disclose real production or personal data to Minsait ACS and any such data, if required to be shared in connection with the Services shall be suitable encrypted; and unless expressly stated as being part of Minsait ACS obligations, keep full backups of all of Customer's data including personal data in accordance with the best industry practice and in any event not less frequently than daily.

9.5 In no event Minsait ACS shall be liable for any security breaches or other cyber issues which arise by reason of any defects or deficiencies in any Customer systems or processes, or any Customer materials, equipment or software which are transferred or provided to Minsait ACS by Customer in connection with the provision of the Services. Further, Minsait ACS shall not be liable for any loss of data caused due to reasons beyond its control, including without limitation, due to third-party hacking, trojan attack and other similar instances.

10. Limitation of Liability

10.1 EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS AND LOSSES INCURRED DUE TO MINSAIT ACS GROSS NEGLIGENCE, FRAUD, OR WILFUL MISCONDUCT, CUSTOMER EXPRESSLY AGREES THAT MINSAIT ACS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OR RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; (ii) DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; (iii) LOSS OF PROFITS OR REVENUE OR BUSINESS INTERRUPTION; (iv) LOSS OF USE OF CUSTOMER'S MATERIAL, EQUIPMENT OR SYSTEMS; (v) INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMER'S CLIENTS; (iv) LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH EXISTENCE.

10.2 CUSTOMER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF MINSAIT ACS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT (EXCLUDING REIMBURSABLE EXPENSES AND TAXES) INVOICED BY MINSAIT ACS AND PAID FOR BY CUSTOMER DURING THE PRECEDING TWELVE (12) MONTHS FROM THE DATE THE CLAIM FIRST AROSE UNDER THE APPLICABLE PO.

10.3 THE PROVISIONS OF THIS SECTION 10 SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS GTC, IN THE PROPOSAL OR IN ANY PO.

11. Force Majeure

11.1 Notwithstanding any other provision of these GTC, the Proposal or any PO, Minsait ACS will not be liable for any delay or failure to perform any of its obligations under the Proposal and the applicable PO if such failure or delay is due to an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omission of local or foreign Government or other competent authority, epidemics, pandemics, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons, bodies or entities for whom Minsait ACS is not responsible or any other cause, whether similar or dissimilar to the foregoing, that is outside the reasonable control of Minsait ACS.

12. Termination

12.1 Either Party (the "Terminating Party") may terminate the Proposal or any PO immediately by notice in writing to the other Party (the "Other Party") if:

a) performance of any material obligation by the Other Party is overdue by a period of at least sixty (60) days and the breach of that obligation is not capable of being remedied;

b) the Other Party breaches any provision which is capable of being remedied and fails to remedy the breach within sixty (60) days of written notice from the Terminating Party requiring the breach to be remedied;

c) the Other Party provides materially false or misleading information to the Terminating Party in respect of the Other Party's obligations or its performance or proposed

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performance (for example, if the Customer provides false or misleading information about its use of the Services);

d) the Other Party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

e) in the reasonable opinion of the Terminating Party, the Other Party's capacity or ability to undertake its obligations under the Contract has materially diminished and is likely to remain materially diminished for an unreasonable period.

12.2 The termination of the Proposal or any PO shall be without prejudice to the rights and entitlements of the Parties prior to the date of termination. In the event of termination, Customer shall pay Minsait ACS for all the Services rendered, Products delivered, and expenses incurred prior to the date of termination.

13. Export Control Laws

13.1 Each Party will comply with local and foreign export control laws, including U.S. export control laws. Without limiting the foregoing, Customer represents and warrants that: (i) it is not located in, and will not use any Minsait ACS Products from, any country subject to U.S. export restrictions; and (ii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws that may impact Customer's right to import, export, or use Minsait ACS Products or any of them.

14. Anti-Bribery and Anti-Corruption

14.1 The Parties and their Affiliates have not taken any action that will is or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, plus any other anti-bribery or anti-corruption law or treaty applicable to the Parties and their Affiliates.

14.2 The Parties have and shall maintain in place throughout the provision of Services policies and procedures to confirm compliance with applicable laws relating to anti-bribery and anti-corruption. Neither Party shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable laws in connection with the Proposal or any PO.

15. General Provisions

15.1 Entire Agreement. These GTC, the Proposal and any PO constitute the entire agreement, and supersede any previous agreements or understandings between the Parties relating to the subject matter hereof.

15.2 Non-Solicitation. During the period that Minsait ACS is providing Services to Customer and for one (1) year thereafter, Customer shall not, directly or indirectly, knowingly solicit or recruit for employment or hire, or make a recommendation, or referral or otherwise knowingly assist

or facilitate the solicitation or recruitment of any Minsait ACS employee engaged in the performance of the Services, for employment by Customer or any other entity. To "knowingly" solicit, recruit, hire, assist or facilitate, within the meaning of this provision, does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a Minsait ACS employee by Customer or another entity if the employee was identified solely as a result of the employee's response to a general advertisement in a publication of trade or industry interest or other similar general solicitation.

15.3 No Assignment. Neither Party will assign or transfer or purport to assign or transfer any right or obligation under the Proposal or any PO except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

15.4 No Waiver. No right under these GTC shall be deemed to be waived except by notice in writing signed by each Party. A waiver by any Party pursuant to this Subsection will not jeopardize its rights in respect of any subsequent breach of the other Party's obligations. Any failure by any Party to enforce any provision of these GTC, or for any forbearance, delay or indulgence granted by any Party to the other Party, will not be construed as a waiver of the first Party's rights under these GTC.

15.5 Severability. If any part of these GTC is held invalid, unenforceable or illegal for any reason, the GTC shall remain otherwise in full force apart from such provision, which shall be deemed deleted.

15.6 Waiver of Jury Trial. Each Party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of these GTC, the Proposal or any PO or the transactions relating to its subject matter.

15.7 Governing Law and Jurisdiction. These GTC, the Proposal and any PO shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict or choice of laws principles. Customer and Minsait ACS each agree to submit to the jurisdiction of the courts of the State of Georgia and to waive any and all jurisdictional, venue or inconvenient forum objections thereto.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (this "**Agreement**") is made effective as of the ___ day of _____, 20___ (the "**Effective Date**"), by and between Minsait ACS, Inc., an Indra company and affiliates ("**Minsait ACS**"), a state of Georgia corporation, with offices at 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071, USA, and [INSERT NAME HERE], ("**Licensee**"), a [INSERT STATE AND TYPE OF ENTITY HERE] with offices at [INSERT CORPORATE LEGAL/HQ ADDRESS HERE].

Minsait ACS and Licensee agree as follows:

1.   DEFINITIONS.

"**Active Account**" means, a person or entity to which Licensee or Licensee's customer - utilizes the Licensed Software. Licensee or Licensee's customer may have multiple Active Accounts based on the number of entities, people or locations for which services are provided. If Licensee or Licensee's customer has multiple Active Accounts, each Active Account will be deemed to be a separate Active Account for purposes of an Order and this Agreement.

"**Confidential Information**" means non-public information of a party to this Agreement including, without limitation, the terms, conditions and pricing under this Agreement. Confidential Information of Minsait ACS includes, without limitation, the Licensed Software, all software provided with the Licensed Software, the Source Code, and all algorithms, methods, techniques and processes revealed by the Source Code. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality that is known to the recipient.

"**Documentation**" means the user, installation, technical, training and other publications delivered by Minsait ACS in conjunction with Licensed Software and Minsait ACS Systems.

"**Documented Defect**" means a material deviation between a module of Licensed Software and its Documentation, for which Minsait ACS has confirmed that Licensee has provided enough information for Minsait ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under Minsait ACS's control.

"**Equipment**" means the Minsait ACS products and solutions, certified computer hardware and systems software configuration.

"**Software Enhancements**" means collectively, Minsait ACS Engineering, Maintenance and Releases provided under this Agreement.

"**Server(s)**" means, if applicable, the servers within the Equipment that a module of Licensed Software may be used on, as specified in an Order.

"**Licensed Software**" means the Minsait ACS Software, Third-Party Software and Documentation licensed by Minsait ACS to Licensee pursuant to the terms and conditions of this Agreement.

"**Maintenance**" means corrections of, workarounds, or avoidance procedures for, Documented Defects.

"**Modification**" means a customized enhancement, improvement or alteration of the Minsait ACS Software that is developed by Minsait ACS or by or at the direction of Licensee, as permitted under this Agreement.

"**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"**Order**" means the ordering document(s) or contract agreed to and executed by both parties by which Licensee procures or obtains Licensed Software.

"**Permitted User**" means an employee or subcontractor of Licensee permitted to access the Licensed Software as permitted and in accordance with the terms and conditions under this Agreement.

"**Release**" means a new standard release of baseline Minsait ACS Software.

"**Source Code**" means the English language source code version of the Minsait ACS Software, and any accompanying comments or other programmer documentation.

"Supplement" means, with respect to a module of Minsait ACS Software or Third-Party Software, an addendum provided as part of an Order that contains additional terms, conditions, limitations or other information pertaining to that module. If any terms of a Supplement conflict with any other terms of this Agreement, the terms of the Supplement will control.

"Territory" means the geographic area in which Licensor has granted that Licensee may install and use the Licensed Software.

"Third-Party Software" means Object Code versions of the computer software programs licensed by Minsait ACS from third parties and sublicensed to Licensee as specified in Exhibit A of this Agreement. Third-Party Software does not include, and this Agreement does not grant Licensee, a license to the source code for such Third-Party Software.

"Minsait ACS Software" means the Object Code versions of the baseline computer software programs developed by or for Minsait ACS and specified in a Contract, and all improvements, and Modifications provided by Minsait ACS to Licensee pursuant to the terms of this Agreement. Minsait ACS Software does not include, and this Agreement does not grant Licensee a license to the Source Code for Minsait ACS Software.

2.   LICENSE.

2.1   Grant of License. Subject to the terms, conditions and restrictions set forth in this Agreement and any Order legally binding the Parties, Minsait ACS grants to Licensee: (a) a limited, non-exclusive, non-transferable, perpetual license to use and copy, as per section 2.4, to the Licensed Software for Licensee's own internal business operations as set forth in Exhibit A of this Agreement. Minsait ACS does not grant Licensee a license to the Source Code of the Minsait ACS Software or to the Third-Party Software. The computer readable media containing the Licensed Software may also contain software for which Licensee is not granted a license to use. Licensee may not make any use of any software for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

2.2   Restrictions.
     (a)   Licensed Software. Unless otherwise permitted in this Agreement or a Supplement hereto, Licensee shall not, nor permit any third party to, directly or indirectly: (i) reverse engineer, disassemble, or decompile the Licensed Software or any portion thereof, unless otherwise permitted under this Agreement; (ii) sublicense,

rent, lease or otherwise transfer the Licensed Software, or any portion thereof; (iii) use the Licensed Software for any third-party use including, but not limited to, training (Section 2.4 covers copies for training Licensee personnel), facilities management, time-sharing, service bureau use, data processing, or publish any results of benchmark tests run on the Licensed Software; or (iv) use any Third-Party Software except solely in conjunction with the Minsait ACS Software and except in accordance with any applicable Third Party Software licensor terms and conditions.

(b)   Access to / Use of Licensed Software. Access to, and use of, certain modules of Licensed Software may be limited by restrictions set forth in the applicable Order, documents and Exhibit(s) or Supplement to this Agreement which shall include terms and conditions provided in the Minsait ACS Customer Care Services Guide, Third-Party licenses terms and conditions, which may include, without limitation: (i) a specific number of named Users or other type of Users; (ii) providing Services as may be defined, including and not limited to, as provided in the Customer Care Services Guide to a limited number of Active Accounts; or (iii) a specified number of production or non-production Servers. Licensee shall not utilize any device or program that enables or allows access to the Licensed Software in a manner such that a User, other type of user or Active Accounts or any other third party accessing the Licensed Software is not counted as a user. Licensee shall be responsible and liable for the acts and omissions of its employees, agents and representatives who are users arising from the access to the Licensed Software. The Licensed Software may contain license protection procedures that limit access to the Licensed Software to that use permitted under this Agreement. Licensee shall not circumvent or render inoperative any such protection procedures.

(c)   Installation. Licensed Software will be installed only on Licensee's Equipment. Licensee may transfer the Licensed Software to other Licensee Equipment and shall provide prompt written notice of such transfer to Minsait ACS. Licensee shall be responsible for all costs related to any such transfer. In conjunction with any such transfer, all Licensed Software must be promptly deleted in its entirety from the initial Equipment, and from each back-up copy existing for the initial Equipment. Minsait ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.3   Delivery. Unless otherwise specified in the Contract, Licensed Software will be shipped prepaid FOB Minsait ACS shipping location.

2.4   Copies. Licensee may make a reasonable number of backup copies of the Licensed Software as is consistent with Licensee's normal periodic backup procedures or as set forth on the applicable Order. Licensee shall maintain a log of the number and location of all originals and copies of the Licensed Software. Licensee may reproduce or copy any portion of the Documentation into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder. Licensee shall include, and shall under no circumstances remove, Minsait ACS's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Licensed Software or Documentation in the same form and location as the notice appears on the original work. All proprietary and intellectual property rights, including copyright in and to the original and all copies of the Licensed Software and Documentation or any changes or Modifications thereto, shall be and remain that of Minsait ACS or its licensors as the case may be. Minsait ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.5   Certification. On Minsait ACS's request, but not more than once per year, Licensee shall furnish Minsait ACS with a signed certification verifying that Licensee's use of the Licensed Software is consistent with the terms and conditions of this Agreement, which certification shall include information reasonably requested by Minsait ACS.

3.   MAINTENANCE SERVICES.

3.1   Maintenance Services. Licensee may elect to receive support and services as set forth in Exhibit to this Agreement, ("**Maintenance Services**") and referenced in the Minsait ACS Customer Services Guide, a copy of which may be requested by the Licensee. Beginning on the Effective Date, Minsait ACS shall provide Maintenance Services for the period of time set forth in Exhibit _____. (the "**Maintenance Period**"). Any such Maintenance Services will be provided by Minsait ACS or its affiliates or subcontractors using commercially reasonable efforts and subject to the terms of this Agreement as further modified by Minsait ACS's applicable maintenance and support policies in effect at the beginning of the then-current Maintenance Period. Minsait ACS's obligation to provide Licensee with Improvements for Third Party Software is limited to providing Licensee with the Improvements that the applicable third-party licensor provides to Minsait ACS. If Licensee elects to receive Maintenance Services, Licensee may not exclude any of the Licensed Software from Maintenance Services. Unless Maintenance Services cancelled by either party by written notice no less than ninety (90) days prior to the end of the then-current Maintenance Period, Licensee agrees that the Maintenance Period shall automatically extend for one (1) year, except as otherwise set forth on an applicable

order document. In the event Licensee declines or terminates Maintenance Services (including following initial delivery of the Licensed Software), and Maintenance Services are subsequently ordered or reinstated, Licensee shall pay: (i) an additional Maintenance reinstatement fee in addition to Maintenance Services fees for the current Maintenance Services period.

3.2   Licensee's Obligations. Licensee shall be responsible for installing any Improvements provided by Minsait ACS. Licensee shall cooperate with Minsait ACS in providing access to the Equipment to the extent required to diagnose or resolve issues identified by Licensee concerning the Licensed Software. Minsait ACS, by virtue of this Agreement, is not responsible for the following actions: (i) determining whether the Licensed Software will achieve the results that Licensee desires (and Minsait ACS does not recommend or prescribe in any way the use of the Licensed Software in critical management, military use, nuclear power plants, nor for the management of emergency situations and Minsait ACS disclaims any liability arising out of or in connection with the use by the Licensee on those fields of activity); (ii) procuring, installing and operating computers and operating systems to run the Licensed Software in accordance with the Documentation; (iii) ensuring that the Licensee complies with all applicable laws pertaining to its use of the Licensed Software, including those related to the disclosure of data and exports of Licensed Software; (iv) establishing adequate operational back-up provisions to protect against data loss and/or a defect or malfunction that renders the Licensed Software, or the computer systems on which they run, non-operational; and/or (v) deployment and/or installation on the Licensee's systems of any upgrade that the Licensee may be entitled to use.

4.   PAYMENT.

4.1   Fees. In consideration of the licenses granted under this Agreement, Licensee shall pay to Minsait ACS the license fees set forth in each Order. Licensee shall pay to Minsait ACS the Maintenance Services fees as set forth in each Order or any Maintenance Services agreement between the parties. Additional Maintenance Services fees may apply for any Maintenance Services provided for Licensed Software that has been installed, implemented, customized, modified, enhanced or altered by any third-party service provider that is not a Minsait ACS certified service provider. Additional fees may be required for Services not considered in the initiating Order. Unless otherwise provided in the applicable Order documents, all fees are due upon the Effective Date of the applicable Order and are payable to Minsait ACS in U.S. dollars within fifteen (15) days of the date set forth on each invoice issued by Minsait ACS. All orders and license fees are non-cancelable and non-refundable, including, without limitation, upon termination of this Agreement. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (a) of 1.5% per month, or (b) the maximum amount allowed by applicable law.

Licensee agrees to pay to Minsait ACS all reasonable costs and expenses of collection, including reasonable attorneys' fees and court costs, incurred by Minsait ACS to collect payments due under this Agreement.

4.2   Taxes. Licensee is liable for any and all sales, use, excise, value added, customs fees, or other similar taxes Minsait ACS must pay relating to the Licensed Software. If Licensee is exempt from the payment of any such taxes, Licensee must provide Minsait ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such taxes to the applicable taxing authority, Minsait ACS will invoice Licensee for, and Licensee will pay to Minsait ACS all such taxes. Notwithstanding anything to the contrary in this section, Minsait ACS shall be solely responsible for all taxes based on its income.

5.   **PROPRIETARY RIGHTS.**

5.1   Ownership. Licensee acknowledges and agrees that: (a) Minsait ACS owns all right, title and interest in and to all Minsait ACS Software and related Documentation and Minsait ACS Confidential Information (and the media containing such Confidential Information) including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto; and (b) Minsait ACS's licensors own all right title and interest in and to all Third Party Software and related Documentation including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto.

5.2   Modifications. Licensee shall not have a right to make any Modifications to the Minsait ACS Software. To the extent any such Modifications are made, Licensee agrees to assign to Minsait ACS without any additional consideration, and hereby does assign to Minsait ACS, all right, title and interest in and to all Modifications made by Licensee. All such Modifications shall be deemed Minsait ACS Software and the use of such Modifications by Licensee shall be subject to the terms and conditions of this Agreement. Minsait ACS shall not be responsible for providing Maintenance Services for any Modifications made by Licensee.

5.3   Protection of Confidential Information. Each party to this Agreement may furnish the other party with Confidential Information. The parties agree that, during the term of this Agreement and thereafter, each party will hold Confidential Information in a fiduciary capacity for the benefit of the other party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party, or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other party. Licensee will limit the disclosure of Minsait ACS's

Confidential Information, to Permitted Users with a need-to-know and who have been advised of the confidential nature thereof, or third party consultants with a need-to-know and who has been contractually obligated to maintain such confidentiality through signature of a nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement and naming Minsait ACS as an intended third-party beneficiary. Licensee shall provide copies of these agreements upon the written request of Minsait ACS. Licensee shall be liable for any breach by any Permitted User or third-party consultant of the confidentiality obligations contained herein.

5.4   Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

6.   **LIMITED WARRANTY: DISCLAIMER.**

6.1   Limited Warranty. Minsait ACS warrants to Licensee that, subject to this Section 6, the Minsait ACS Software will perform without Documented Defects ("**Minsait ACS Software Warranty**") for a period three (3) months following delivery of the Minsait ACS Software to Licensee (the "**Warranty Period**").   Warranties related to any Third-Party Software shall be specified in the applicable Supplement.

6.2   Obligations of Licensee. Licensee shall notify Minsait ACS in writing of any claim under the Minsait ACS Software Warranty during the Warranty Period (the "**Warranty Notice**"). The Warranty Notice will be given with sufficient access, including remote access, to the Minsait ACS Software and the Equipment, and sufficient information and time, to allow Minsait ACS to duplicate the Documented Defect.

6.3   Obligations of Minsait ACS. For any claim under the Minsait ACS Software Warranty, Minsait ACS's sole obligation shall be, at Minsait ACS's expense, to provide corrections of, or avoidance procedures for, Documented Defect(s) identified in the Warranty Notice or provide a mutually acceptable plan for correction. In the event Minsait ACS's obligation to provide avoidance procedures for or corrections of the Documented Defect(s) is not commercially feasible, Minsait ACS in its sole discretion may elect, upon written notice to Licensee, to terminate the license to use the defective module(s) and pay Licensee a refund equal to the license fees paid for the defective module(s) of Minsait ACS Software.

6.4   Limitations. The Minsait ACS Software Warranty shall not apply: (a) to any Modifications; (b) if the Licensed Software is not used on the Equipment or in accordance with

the Documentation or this Agreement; (c) if the Licensed Software has been installed, implemented, customized, modified, enhanced or altered by Licensee or any third party that is not an Minsait ACS certified service provider; (d) if Licensee is not using the most recent Improvements of the Licensed Software; (e) to any error or defect caused by Licensee, a Permitted User, any third party, or any third-party software that is not provided by Minsait ACS as a part of the solution under Deliverables; or (f) to any error or defect arising as a result of drawings, designs or specifications provided by Licensee. Minsait ACS shall have no obligation or liability under the Warranty in the event that Licensee has not paid the applicable license or Maintenance Services fees when due.

6.5   Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, Minsait ACS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THIS AGREEMENT, THE LICENSED SOFTWARE OR ANY MAINTENANCE SERVICES PROVIDED BY Minsait ACS TO LICENSEE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND Minsait ACS EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. Minsait ACS DOES NOT WARRANT THAT: (a) THE LICENSED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) ALL LICENSED SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE LICENSED SOFTWARE ARE DESIGNED TO MEET ALL OF LICENSEE'S BUSINESS REQUIREMENTS.

6.6   Exclusive Remedy.   NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 6 SETS FORTH LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 6.1 ABOVE.

7.   INDEMNIFICATION.

7.1   Infringement Indemnification. Subject to the terms of this Section 7, Minsait ACS shall indemnify and defend Licensee against any claim brought against Licensee in the Territory by third parties alleging the use of the Minsait ACS Software or Documentation (a) infringes a United States patent, copyright or trademark registered as of the date Minsait ACS provides Licensee with the Licensed Software or Release thereof, or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided, however, that (i) Licensee gives Minsait ACS prompt notification in writing of any such Infringement Claim and reasonable assistance, at Minsait ACS's expense, in the defense of such Infringement Claim; (ii) Minsait ACS has the sole authority to defend or settle such Infringement Claim; and (iii) Licensee must make no admissions without Minsait ACS's consent. Infringement indemnification for any Third-Party Software shall be specified in the applicable Supplement.

7.2   Indemnification Limitations. Minsait ACS shall have no obligation for any Infringement Claim arising out of or relating to: (a) a Modification created by or at the direction of Licensee or a third party, (b) use of the Minsait ACS Software other than in accordance with the Documentation or the terms of this Agreement; (c) use of a Release no longer supported by Minsait ACS; (d) use of the Licensed Software without Licensee's implementation of all applicable Maintenance; (e) any Third-Party Software; or (f) use of the Minsait ACS Software in combination with any other hardware, software or other materials where absent such combination, the Minsait ACS Software would not be the subject of the Infringement Claim.

7.3   Effect of Infringement Claim. If an Infringement Claim is or, in Minsait ACS's reasonable belief, is likely to be asserted, (a) Minsait ACS may require Licensee to discontinue use of the Minsait ACS Software immediately and Licensee shall comply with such requirement; and (b) Minsait ACS will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the Minsait ACS Software or Documentation or affected part thereof as provided in this Agreement; (ii) replace the Minsait ACS Software or Documentation or affected part thereof with other non-infringing products or modify the Minsait ACS Software or Documentation or affected part thereof to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by Minsait ACS in its sole discretion, terminate this Agreement, in whole or in part, and the licenses granted pursuant to it, and pay to Licensee a pro rata refund of the license fees paid by Licensee for the infringing Minsait ACS Software, depreciated on a five-year straight line basis.

7.4   Exclusive Remedy. THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF Minsait ACS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8.   **LIMITATIONS OF LIABILITY.**

8.1   NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, Minsait ACS SHALL NOT BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2   NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL Minsait ACS OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY LICENSEE TO Minsait ACS HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE SUCH CLAIM AROSE.

8.3   If a number of events of default give rise to substantially the same loss, they shall be regarded as giving rise to only one claim under this Agreement

8.4   Neither party may initiate any claim against the other arising out of this agreement or relating to the Licensed Software or Maintenance Services provided herein more than two years after the cause of action has arisen.

9.   TERM AND TERMINATION.

9.1   Term. This Agreement and the licenses granted hereunder shall become effective as of the Effective Date and shall continue in effect perpetually, and as long as fees payable to Licensor are current, specific renewal terms will be indicated on subsequent order documents with respect to renewal terms following the Initial Support Term agreed to under this Agreement.

9.2   Termination. This Agreement and the licenses granted hereunder shall terminate upon the earliest to occur of the following: (a) thirty (30) days after one party gives the other party notice of the other party's material breach of any provision of the Agreement, unless such other party has cured such breach during such thirty (30) day period; or (b) immediately if Licensee becomes insolvent, makes an assignment for the benefit of creditors, appoints (or has appointed on its behalf) a trustee, receiver or similar officer, or commences a proceeding seeking reorganization, liquidation or similar relief under any bankruptcy, insolvency or similar debtor-relief statute.

9.3   Effect of Termination. Upon termination of this Agreement for any reason: (a) all amounts due and owing by Licensee to Minsait ACS under this Agreement and all Orders will be immediately payable; (b) use of the Licensed Software will immediately cease; (c) Licensee will delete and/or remove all Licensed Software from all Equipment and from any other computer hardware and storage media within Licensee's possession or control; and (d) all of Minsait ACS's Maintenance Service obligations will cease. In the event that Minsait ACS terminates this Agreement due to Licensee's breach, in addition to any other remedy or claim, Minsait ACS shall be entitled to retain any and all fees paid or payable by Licensee. Within thirty (30) days after termination of this Agreement, Licensee shall destroy or return to Minsait ACS all copies of the Licensed Software and any other Minsait ACS Confidential Information in any form, including but not limited to partial copies thereof, and will certify to Minsait ACS that all copies and portions thereof

have been destroyed or returned. The terms of this Agreement that by their nature should survive termination of this Agreement shall survive termination of this Agreement including, without limitation, the provisions concerning protection of Confidential Information, proprietary rights, disclaimers, indemnification and limitations of liability.

10.   GENERAL PROVISIONS.

10.1   Assignment. Licensee may not assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of Minsait ACS. Licensee acknowledges that Minsait ACS's applicable transfer, assignment or other fees may be payable. For purposes of this Agreement, "assignment" shall include a merger, acquisition or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition or other consolidation or by operation of law.

10.2   Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of Sections 2 or 5 may likely cause irreparable injury to Minsait ACS and may entitle Minsait ACS to seek injunctive or other equitable relief in the event of any such material breach.

10.3   Dispute Resolution Process. Except as set forth in Section 10.2 herein, neither party may start arbitration, litigation or any proceedings with respect to this Agreement, unless and until the parties have first complied with the following dispute resolution process. A party claiming that a dispute has arisen must notify the other party in writing. Within 7 days after written notice of a dispute, each party must provide the name of an authorized representative to settle the dispute on its behalf. The authorized representatives of each party will use best efforts to resolve the dispute or agree on a process to resolve all or part of the dispute without arbitration or court proceedings within 20 days after written notice of the dispute. The existence, subject, evidence, information, documents, proceedings, and decisions resulting from the dispute resolution proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein and shall not be used except to attempt to resolve the dispute. Each party must bear its own costs of resolving a dispute under this provision, and the parties must bear equally the costs of any appointed person used for resolving or attempting to resolve the dispute. Upon expiration of the 20-day period after written notice of the dispute, either party may terminate the dispute resolution process set forth herein by written notice to the other party. If either party does not comply with the dispute resolution process set forth herein, the other party will not be obligated to adhere to this provision.

10.4   Arbitration. Except with respect to equitable remedies and disputes related to the ownership and protection of Licensed Software, the parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding

arbitration in Atlanta, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein, and shall not be disclosed by any party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. All arbitration proceedings and submissions, and the arbitration award, shall be in the English language. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

10.5   Restricted Rights. The Licensed Software and any accompanying documentation were developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the Licensed Software with only those rights set forth herein, including, without limitation, the following: Licensed Software may be transferred to the U.S. government only with the prior written consent of an officer of Minsait ACS and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

10.6   Export Control Notice. Licensee acknowledges the Licensed Software, or any part thereof, is being released or transferred to Licensee in the United States and is therefore subject to United States export control laws. Licensee acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. Licensee shall defend, indemnify, and hold Minsait ACS and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys' fees) arising out of Licensee's noncompliance with applicable export laws with respect to

the use or transfer of the Licensed Software outside the United States by Licensee.

10.7   Third Party Beneficiaries. Third Party Software licensors shall be third party beneficiaries to this Agreement for purposes of enforcing their rights with respect to the applicable Third-Party Software.

10.8   Audit Rights. Licensee will maintain books and records in connection with its installation and use of the Licensed Software. Minsait ACS shall have the right during the term of this Agreement and for up to three (3) years after the termination of this Agreement or the licenses granted herein. Upon reasonable written notice and during normal business hours, Licensee shall be permitted to audit and inspect the Licensee, its books and records and its utilization of the Licensed Software in order to verify compliance with the terms of this Agreement. Audits will be made no more than once in any six (6) month period, and no more than twice in any twelve (12) month period. If an audit reveals that Licensee has underpaid for Licensed Software based on Licensee's actual use of such software, then Licensee will pay Minsait ACS, promptly upon demand by Minsait ACS: (a) the underpaid license fees therefore, which fees will equal Minsait ACS's then-current list rates; (b) additional associated fees for services to be provided by Minsait ACS for any Maintenance Services; (c) any applicable late charges; and (d) if an audit reveals that Licensee has underpaid for Licensed Software by five percent (5%) or more, Minsait ACS's reasonable costs of conducting the audit. If an audit reveals Licensee is utilizing the Licensed Software in a manner not permitted under this Agreement, Licensee agrees to immediately take, at Licensee's expense, all reasonable corrective action requested by Minsait ACS.

10.9   Nuclear Liability Indemnification. (WHERE APPLICABLE) To the extent Licensee is the owner, operator or service provider for a nuclear facility, Licensee shall be subject to the additional terms and conditions to be set forth on Attachment B to this Agreement, incorporated herein by this reference. In the event that Licensee is not the owner, operator or service provider for a nuclear facility, Licensee acknowledges and agrees that it may not use the Licensed Software for any use whatsoever for any part of any nuclear facility. Licensee shall indemnify, defend and hold Minsait ACS harmless against any damage or loss arising from the use of the Licensed Software for any nuclear facility.

10.10   Independent Contractors. Nothing in this Agreement or in the course of dealing between Minsait ACS and Licensee shall be deemed to create between Minsait ACS and Licensee a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

10.11   Non-Solicitation. During the term of this Agreement, and for twelve (12) months thereafter, Licensee shall not, directly or indirectly, solicit or employ any current

or former Minsait ACS employees who have provided services to Licensee under this Agreement, without Minsait ACS's prior written consent. The foregoing restriction shall not apply to former employees of Minsait ACS who have not provided services to Licensee under this Agreement within twelve (12) months of their termination of employment with Minsait ACS or whose employment with Minsait ACS was terminated more than twelve (12) months prior to Licensee's solicitation or employment. In the event Licensee does employ any Minsait ACS employee described herein without Minsait ACS's prior written consent, Licensee shall make payment to Minsait ACS, by way of liquidated damages, of an amount equal to the annualized base compensation and benefits at which Licensee hired such individual. Licensee shall make the payment described in the preceding sentence to Minsait ACS within thirty (30) days of the date of Minsait ACS's invoice for such payment.

10.12   Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified or as if it had not been included.

10.13   Waiver; Amendment. Failure or delay by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be a waiver of that provision, right or option, or in any way to affect the validity of this Agreement. No waiver of any rights under this Agreement, or any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by both parties.

10.14   Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

10.15   Publicity. Minsait ACS shall have the right to identify Licensee as a customer of Minsait ACS as part of Minsait ACS's marketing efforts, including customer lists and press releases.

10.16   Governing Law. This Agreement shall be governed by the laws of the State of Georgia, USA without giving effect to its choice of law principles. The parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.17   Notices. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fMinsait ACSimile (with written confirmation of receipt), or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed or sent, as the case may be, to the appropriate addresses or fMinsait ACSimile numbers set forth on the first page of this Agreement (or to such other addresses or fMinsait ACSimile numbers as a party may designate by notice to the other party).

All notices for Minsait ACS shall be addressed to the attention of the Chief Executive Officer with a copy delivered to Minsait ACS's General Counsel.

10.18   Force Majeure. Neither party to this Agreement, other than for payments due, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat or government action; provided that if either party is unable to perform its obligations under this Agreement for one of these reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.19   Entire Agreement. This Agreement, all Appendices, attachments and exhibits hereto, and each Order, and all Supplements, attachments and exhibits thereto, constitute the entire agreement between Minsait ACS and Licensee with respect to the subject matter of this Agreement, and supersede all prior negotiations and agreements, whether oral or written, with respect to these matters. This Agreement and each Order shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Minsait ACS regardless of any statement to the contrary contained in any such purchase order or document.

LICENSEE, [INSERT LICENSEE LEGAL NAME]

By:_____

Printed Name:_____

Title:_____

Date:_____

LICENSOR, Minsait ACS, Inc.

By:_____

Printed Name:_____

Title:_____

Date:_____

This Software License and Maintenance Agreement and offer contained herein will expire if not signed by Licensee and returned to Minsait ACS on or before _____, 20___.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

EXHIBIT A - Minsait ACS Software & Third-Party Software

Item	Qty	Description
4		**New PRISM Software**
	1	PRISM System Restore Standard

EXHIBIT B – Maintenance Services

The scope of the maintenance services will be the same as the current on-going support agreement in place, subject to additional support fees for the new software.