

APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (the "Agreement") is made as of _____, _____ (the "Effective Date") by and between _____ (Client) and Valley Hope Association (Service Provider), DBA Valley Hope Association – Information Management Consulting and Software Services (VHA-IMCSS), and remains in effect through and including _____, _____ (the "Termination Date").

WHEREAS Service Provider owns WinPIMS, which is a database driven suite of software applications designed to support healthcare service delivery;

WHEREAS Client desires to obtain access to WinPIMS and Service Provider's application services; and

WHEREAS Service Provider is willing to enter into an agreement with Client whereby Client will obtain access to WinPIMS on Service Providers' server to support Client's healthcare business operations.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS

The following terms, when capitalized, will have the meanings designated in this Definitions section:

Access: An event in which Client logs on to the Service Provider application services using an authorized login.

Access License: The license purchased by Client pursuant to this Agreement, under the terms set forth in Exhibit B, that allows Client to use the Service Provider software and servers.

Client Data: The information entered by Permitted Users through Licensed Software interfaces and stored in the database on Service Provider's servers.

Clinical Database Library: The Clinical Database Library is Client Data and is defined as the collection of clinically-related data items that are entered to the database by clinical supervisors for the purpose of guiding and assisting clinical Permitted Users in the performance of required work tasks. These data items are commonly referred to as the treatment plan library and canned progress notes but the Clinical Database Library is not limited to these commonly identified items.

Confidential Information: Any and all information disclosed by either party to the other that is marked "confidential" or "proprietary," including orally conveyed information designated confidential at the time of disclosure provided that it is reduced to a written summary marked "confidential" that is supplied to the other party within 30 days of the oral disclosure, pricing, terms, attachments, exhibits and all information related to the software associated with this Agreement. Confidential Information will be deemed to include the Licensed Software, and the Service Provider services. "Confidential Information" does not include any information that the receiving party can demonstrate is: (a) rightfully known prior to disclosure; (b) rightfully obtained from a third party authorized to make such a disclosure, without breach of the terms and conditions of this Agreement; (c) independently developed by the receiving party as demonstrated by contemporaneous documents; (d) available to the public without restrictions; (e) approved for disclosure with the prior written approval of the disclosing party; or (f) disclosed

by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

Downtime: The period in which packets are not being sent and received properly from Service Provider Servers, as defined in attached exhibits.

Edited Interface: An Edited Interface to the Licensed Software is Client Data. An interface (on-screen windows and forms) becomes an Edited Interface when the Client directs the interface functions through an interface editor.

License Fees: The fees paid by Client to Service Provider for access to Service Provider Services and Service Provider Support Services.

Licensed Software: Proprietary WinPIMS software modules as identified in Exhibit B and in executable code form only.

Login: A Login is an identifying phrase that when combined with an authorized Password will permit access to Licensed Software. Permitted Users will choose their own Logins but each Login must conform to syntax rules required by Service Provider.

Password: A Password is a key code that when combined with an authorized Login will permit access to Licensed Software. Permitted Users will choose their own Passwords but each Password must conform to syntax rules required by Service Provider.

Permitted Users: Individuals employed or retained by Client who have been identified to Service Provider and given a Password to Access the Service Provider Services and Licensed Software pursuant to this Agreement.

Service Provider Services: Remote access of the Service Provider Licensed Software for support of Client's healthcare business operations.

Service Provider Support Services: Services provided by Service Provider to support the effective use of the remote access to Licensed Software. These services are described in the Service Level Agreement.

Service Level Agreement: Service Provider's then current Support Services to be provided by Service Provider to Client, a current copy of which is attached as Exhibit A.

Service Provider Servers: Computer hardware servers controlled and owned by Service Provider.

TERMS AND CONDITIONS

1. Services.

1.1

Service Provider Services: Subject to the terms of this Agreement, Service Provider will provide Client with access to selected WinPIMS software modules. Service Provider will also provide Service Provider Support Services as set forth in Exhibit A, Service Level Agreement.

1.2

Scheduled Available Time: Service Provider will use reasonable efforts to make the Service Provider Services available twenty-four (24) hours per day, seven (7) days a week, excluding:

1.2.1

Scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration.

1.2.2

Unscheduled downtime caused by other forces beyond the immediate control of Service Provider, hardware failures, or downtime caused by Client's network or the Internet.

1.3

Unscheduled Downtime: In the event that Service Provider Servers experience Downtime, then Client may be entitled to a credit, as set forth in Exhibit A. The credit described in this paragraph is Client's sole and exclusive remedy related to Downtime.

2. Licenses.

2.1

Licensed Software: Subject to the terms of this Agreement, Service Provider hereby grants to Client a nonexclusive, limited, personal license to allow the Permitted Users to use the Licensed Software via the Service Provider Servers. Client's rights in the Licensed Software will be limited to the limited license expressly granted in this Section 2. Service Provider reserves all rights and licenses in and to the Licensed Software not expressly granted to Client under this Agreement.

2.2

License Restrictions. Unless otherwise provided for in this Agreement, Client may not, nor permit any third party to: (a) copy the Licensed Software; (b) modify, translate or otherwise create derivative works of the Licensed Software; (c) disassemble, decompile or reverse engineer the object code or source code of the WinPIMS software; (d) publish, or otherwise make available to any third party, any benchmark testing information or results; or (e) export or re-export the Licensed Software in violation of any United States export law or regulation.

2.3

Testing Restrictions. Client will not conduct internal stress testing or similar load testing not in accordance with Section 2.1 above that would unnecessarily burden the Service Provider Servers.

2.4

Responsibility for Edited Interfaces. Client acknowledges that Service Provider has no control over Client's development of Edited Interfaces, the operation of those Edited

Interfaces, or the effect such Edited Interfaces will have Client's systems. Client acknowledges that it is solely responsible for any consequences of the operation of Client's Edited Interfaces and assumes all risk associated with such operation, and furthermore Client agrees that Service Provider will have no responsibility and no liability to Client for any loss or damage in any way caused or associated with the operation of Client's edited interfaces.

2.5

Edited Interfaces. Client hereby grants to Service Provider a non-exclusive, royalty-free, perpetual license to use Client Edited Interfaces as necessary solely to provide the Service Provider Services and Service Provider Support Services. Service Provider may copy, modify, execute and backup such Edited Interfaces, as necessary, to perform its duties under this Agreement. Client may restrict Service Provider's use of this license to purposes contemplated by this Agreement.

3. Intellectual Property.

3.1

Service Provider's Intellectual Property: Service Provider exclusively owns all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques Service Provider provides under this Agreement, and all technology available on the Service Provider Servers and all Edited Interfaces and Clinical Database Libraries created by Service Provider. Client agrees and acknowledges that no title to the Licensed Software or any Intellectual Property as described herein passes to Client under this Agreement.

3.2

Client's Intellectual Property: Subject to the license granted by Client in Section 2.5, Client will exclusively own all intellectual property rights (to the extent these rights do not overlap with the intellectual property rights as described in Section 3.1), title and interest in Client's Edited Interfaces, as well as in Client's Clinical Database Libraries, and in any ideas, concepts, know-how, documentation, techniques or any Confidential Information Client provides under this Agreement, provided however that Client will not gain any ownership interest in the Licensed Software, which will at all times remain the property of Service Provider, and provided further that Service Provider will own all intellectual property rights in Service Provider's Edited Interfaces as well as all intellectual property rights in Service Provider's Clinical Database Library. Client agrees not to challenge any such intellectual property rights owned by Service Provider in an action for infringement or otherwise. Service Provider agrees and acknowledges that no title to the Client's Edited Interfaces will pass to Service Provider under this Agreement.

3.3

Retained Know-How. Client acknowledges that Service Provider provides professional services for other parties and agrees that nothing herein will be deemed or construed to prevent Service Provider from carrying on such services. Service Provider will have the right to use techniques, methodologies, tools, ideas and other know-how gained during the performance of the services in the furtherance of its own business and to perfect all other intellectual property rights related thereto, including patent, copyrights (except as otherwise stated above) trademark and trade secrets.

4. Permitted Users.

Password Allocation. Client will identify Client employees who are Permitted Users and who will receive Passwords and Logins to use the Licensed Software and the Service Provider Services for the purposes permitted by this Agreement. Client will provide to Service Provider a list of such Permitted Users and will provide periodic updates as necessary. Client will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, each Password and Login. Client will immediately notify Service Provider in writing if Client determines, or has reason to believe, that an unauthorized party has gained access to a Password or Login. Client authorizes Service Provider to rely upon any information and/or instructions set forth in any data transmission using the assigned Password or Login, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of Service Provider. Use of the assigned Password or Login, whether or not authorized by Client, will be solely the responsibility of and the risk of Client. Client will indemnify, defend, and hold harmless Service Provider from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of Client's Passwords and Logins.

5. Payment Obligations.

Payment and Invoicing terms and obligations will be as set forth on Exhibit B attached hereto.

6. Confidential Information.

6.1

Agreement Terms: Under no circumstances may either party disclose any pricing or business terms related specifically to this Agreement, or any negotiations thereof, to any third party (including, but not limited to, competitors, industry analysts, press or media).

6.2

Obligation: Neither party will use any Confidential Information of the disclosing party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing party. Each party will use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party is allowed to disclose the other party's Confidential Information to any person or entity other than the receiving party's officers, employees, consultants and legal advisors who need access to such Confidential Information to effect the intent of the Agreement. Each individual or entity receiving Confidential Information pursuant to this subsection must have entered into a written confidentiality agreement the sole objectives of which are to further the intent of this Section 6. Client will not disclose, orally or in writing, any benchmark tests of the Licensed Software to any third party. Each party agrees to notify the other of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other party, and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.

6.3

Deemed Confidential Information. The Licensed Software will be deemed the Confidential Information of Service Provider. Client data will be deemed to be Confidential Information of Client.

7. Term and Renewal.

7.1

Client Termination: Subject to the survival provision set forth below in Section 13, Client may terminate this Agreement upon 180-days' prior written notice.

7.2

Service Provider Termination: Service Provider may terminate this agreement 30 days after Service Provider has notified Client of Client's breach of this agreement that remains uncured 30 days subsequent to such notification.

7.3

Premature Service Provider Termination: Service Provider may not terminate this agreement prior to the ending term of this agreement or prior to the ending term of a properly executed extension to this agreement unless an uncured Client breach of this agreement persists for 30 days after Service Provider notifies Client of said breach. Should Service Provider terminate this agreement without said Client breach of contract then Service Provider will refund all License Fees paid by Client under the terms of this agreement. Client's sole remedy in case of Premature Service Provider Termination is refund of all License Fees paid under the terms of this agreement.

7.4

The payment terms of this Agreement set forth in Exhibit B will be effective for a period of ____ years starting from the Effective Date ("Initial Term"). Upon expiration of the Initial Term, this Agreement may be renewed for successive terms at Service Provider' then-current rates. Length of terms to be mutually agreed upon at the time of the renewal.

8. Termination.

This Agreement, and any Exhibit referencing this Agreement, may be terminated as follows:

8.1

If Client fails to make any payment due hereunder, and fails to cure such breach within 10 days after receiving written notice from Service Provider, then Service Provider may immediately and without further notice terminate this Agreement and declare all sums due, and to become due hereunder, immediately payable.

8.2

Except as set forth in Section 8.1 above, if either party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 30-day period.

8.3

This Agreement may terminate immediately upon notice by Service Provider if a receiver is appointed to Client, an assignee is appointed for the benefit of creditors of Client, or in the event of Client insolvency or Client's inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws. Such termination will not be deemed a material breach of this Agreement, and Client will not incur any additional liability due to such termination.

8.4

Software: Upon termination or expiration of this Agreement, all Client rights to Service Provider Services and Licensed Software, including but not limited to the rights to use

and Access, automatically terminate immediately. Client will discontinue its use of the Licensed Software and the Service Provider Services and return or provide verification of destruction related to any copy of any Confidential Information of Service Provider it may possess.

8.5

Return of Data: Subject to payment of all amounts due hereunder, and upon written request, Service Provider will provide to Client such contents of the database that are owned by Client, as such contents exist on the date of termination, in a standard data file format.

9. Limitation of Liability.

9.1

IN NO EVENT WILL SERVICE PROVIDER' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY CLIENT FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE ALLEGED LIABILITY AROSE. IN NO EVENT WILL SERVICE PROVIDER, ITS LICENSORS, OR ITS SUPPLIERS HAVE ANY LIABILITY TO CLIENT FOR ANY CONSEQUENTIAL OR INCIDENTAL LOSSES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA NOT RESIDING ON SERVICE PROVIDER'S SERVERS, ANY UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CLIENT'S OR TRADING PARTNERS' COMPUTERS, COMPUTER SYSTEMS, DATA FILES, PROGRAMS OR INFORMATION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES AGREE THAT THE TERMS IN THIS LIMITATION OF LIABILITY SECTION REPRESENT A REASONABLE ALLOCATION OF RISK.

9.2

Disaster Recovery: Service Provider will make commercially reasonable efforts to create and protect back-up copies of client data as per the service level chosen by Client and documented in the executed Service Level Agreement. Subject to the above, Service Provider will have no liability or duty of indemnification related to lost or corrupt Client Edited Interfaces, Clinical Database Libraries, or Client Data of any kind that is the property of Client beyond a refund of License Fees paid by Client under the terms of this agreement. Client's sole remedy in case of lost and unrecoverable Client Data is a refund of License Fees paid under the terms of this agreement not to exceed the sum of all License Fees Client has paid under the terms of this agreement. Client indemnifies Service Provider from any and all liability related to lost or corrupt Client Edited Interfaces, Client Clinical Database Libraries, or Client Data of any kind resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of Service Provider's reasonable control.

10. Warranty.

10.1

Mutual Warranty: Each party warrants to each other that it has the right and authority to enter into, and to grant the rights and perform the obligations described in, this Agreement.

10.2

Limited Warranty. Each party will perform its obligations hereunder in a good and workmanlike manner. The sole remedy and exclusive liability for breach of this warranty will be re-performance of the breaching party's obligations.

10.3

Disclaimer: Service Provider specifically does not warrant that the Licensed Software or Service Provider Services will meet all of Client's requirements, that the use of the Licensed Software or Service Provider Services will be uninterrupted or error-free, that patches or workarounds will be provided, or that errors will be corrected in Licensed Software updates, or in every case, or that Service Provider will detect every defect in Client's edited systems, or that Client's systems will operate without error after testing. Service Provider disclaims any and all liability resulting from or related to any breach of Internet security or disruption of Client's connections to the Internet, due to any reason beyond Service Providers' control.

10.4

Exclusive Warranty: THE ABOVE WARRANTY IS EXCLUSIVE. SERVICE PROVIDER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE TERMS OF THE SOFTWARE, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CLIENT UNDER THIS AGREEMENT.

10.5

As-Is Basis: THE SOFTWARE AND SERVICES ARE PROVIDED TO CLIENT UNDER THIS AGREEMENT ON AN "AS-IS" BASIS. SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

11. Indemnity.

11.1

Service Provider Indemnity: Service Provider will indemnify Client from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against Client, to the extent that it is based upon a claim that the Licensed Software, as provided by Service Provider to Client under this Agreement and used within the scope of this Agreement, infringes any U.S. patent or copyright issued as of the Effective Date, or incorporates any misappropriated trade secrets. Service Provider' obligations to Client under this Section will only be valid provided that Client: (a) promptly notifies Service Provider in writing of the claim; (b) grants Service Provider sole control of the defense and settlement of the claim, provided that Service Provider will not settle a pending matter without first notifying Client; and (c) provides Service Provider with all assistance, information and authority required for the defense and settlement of the claim.

11.2

Injunctions. If Client's use of any of the Service Provider Products hereunder is, or in Service Provider' opinion is likely to be, enjoined due to the type of infringement specified above, Service Provider may, at its sole option and expense: (a) procure for Client the right to continue using such Licensed Software under the terms of this Agreement; (b) replace or modify such Licensed Software so that it is non-infringing and substantially equivalent in function to the enjoined Licensed Software; or (c) terminate Client's rights and Service Provider' obligations hereunder with respect to such Licensed Software with no further liability.

11.3

Exclusions. Service Provider will have no indemnification obligation for any claim of infringement or misappropriation to the extent that it results in whole or part from: (a) modification to the Licensed Software made by a party other than Service Provider; (b) failure of Client to use updated or modified Licensed Software provided by Service Provider to avoid a claim of infringement or misappropriation; (c) combination of the Licensed Software with other systems, products, processes or materials to the extent that such claim would have been avoided without such combination use of the Licensed Software; or (d) compliance by Service Provider with designs, plans or specifications furnished by or on behalf of Client.

11.4

Client Indemnity: Client will indemnify Service Provider from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against Service Provider, to the extent that it is based upon a claim that Client database, or other Client systems, materials or software, infringe any U.S. patent or copyright issued as of the Effective Date, or incorporate any misappropriated trade secrets. Client's obligations to Service Provider under this Section will only be valid provided that Service Provider: (a) promptly notifies Client in writing of the claim; (b) grants Client sole control of the defense and settlement of the claim; and (c) provides Client with all assistance, information and authority required for the defense and settlement of the claim.

12. Reserved for Future Use.

12.1

[Reserved for future use.]

12.2

[Reserved for future use.]

13. General.

13.1

"Service provider and client agree to use their best efforts to protect the privacy and provide for the security of patient treatment records, in accordance with all provisions of HIPAA and as set forth in the Code of Federal Regulations, 42 C.F.R. Part 2 - confidentiality of alcohol and drug abuse patient records."

13.2

During the term of the agreement and for a period of two (2) years after the termination of the agreement, or two (2) years after the last date on which Service Provider provided service to the Client that Client will not, directly or indirectly, offer to employ, contract with or otherwise solicit any employee of Service Provider to perform services of any nature on behalf of Client or any others.

13.3

Publicity: Service Provider and Client may issue a mutually agreed upon press release announcing the relationship established by this Agreement, as well as other press releases as may be mutually agreed upon from time to time. Service Provider will have the right to include quotes from Client in Service Provider press releases upon Client's prior approval of such quotes, which approval will not be unreasonably withheld, conditioned or delayed. Client agrees that Service Provider may use Client's name, trademarks and logos in press releases, product brochures and similar marketing materials, financial reports and prospectuses indicating that Client is a client of Service Provider, and may use Client as a reference for sales and public relations purposes.

13.4

Assignment: Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Assignment without such consent will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

13.5

Amendment: The terms and conditions of this Agreement, may not be changed except by an amendment in writing, which references this Agreement and is signed by an authorized officer of each party.

13.6

Waiver: No failure or delay by either party in exercising any right or remedy under this Agreement will operate or be deemed as a waiver of any such right or remedy.

13.7

Choice of Law: This Agreement will be governed by and construed in accordance with the laws of the State of Kansas with venue and jurisdiction in Norton County, Kansas State District Court, exclusively.

13.8

Arbitration and Equitable Relief: The parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, will be settled by expedited arbitration to be held in Norton, Kansas in accordance with the rules of the American Arbitration Association then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Service Provider and Client will each pay one-half of the costs and expenses of such arbitration, and each of the parties will separately pay its counsel fees and expenses. Nothing herein will prevent either party from seeking emergency equitable relief in a court of law if necessary.

13.9

Notices: All notices required under this Agreement must be in writing and refer to the title and Effective Date of this Agreement. Notices will be effective upon (a) actual delivery to the other party, if delivered in person, or by facsimile, or by national overnight courier; or (b) five business days after being mailed via U.S. postal service, postage prepaid. All notices will be sent to the address stated in this Agreement or at such other address as either party may provide by advance written notice in accordance with this subsection.

13.10

Independent Entities: The parties are independent entities. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

13.11

Severability: Any provision of this Agreement that is held to be unenforceable in any jurisdiction will be ineffective only as to that jurisdiction, and only to the extent of the unenforceability of such provision without invalidating the remaining provisions hereof.

13.12

Force Majeure: Except for Client's obligations to make payment hereunder, neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its reasonable control, caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including without limitation failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment.

13.13

Complete Understanding: This Agreement, including all Schedules, Exhibits and Attachments, constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written.

13.14

Survival. The respective rights and obligations under the Sections headed Confidential Information, Termination, and Limitation of Liability, in addition to any payment obligations incurred pursuant to this Agreement, will survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Accepted and Agreed:

Valley Hope Association

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

SERVICE LEVEL AGREEMENT

This Service Level Agreement sets the expectations for scope of support services, data backups, network uptime, and VPN hardware support.

SERVICE LEVEL AGREEMENT - SCOPE OF SUPPORT SERVICES

Service Provider will use reasonable efforts to provide the following services for Client during Regular Hours as defined below:

- Standard e-mail and telephone support for any Permitted User.
- Product updates and new releases that Service Provider, at its discretion, makes generally commercially available without additional charge.
- Regular Hours are defined below in the DEFINITIONS section.

SERVICE LEVEL AGREEMENT – ERROR SEVERITY

ERROR SEVERITY LEVELS. Service Provider will exercise reasonable efforts to correct any Error (as defined below) reported in the current unmodified release of Licensed Software in accordance with the Severity level reasonably assigned to such Error by Service Provider. Severity levels are defined below in the Definitions section of this Exhibit A.

Severity 1 Errors—Service Provider will promptly commence the following procedures upon notification of the problem during Regular Hours and upon confirmation by Service Provider that the Error is a Severity 1 Error:

1. Within the first four (4) business hours, Service Provider will document and commence recreation and resolution of the problem;
2. If resolution has not been determined after the initial four business hours, Service Provider will mobilize a technical team to troubleshoot the problem and define solution options;
 - a) Service Provider will assign a company representative to oversee and report on all corrective action activities;
 - b) A Service Provider company representative will initially notify Client of problem resolution status and will report on the status every twenty-four (24) hours thereafter;

Severity 2 Errors—Service Provider will exercise reasonable efforts to provide a Fix as soon as an Error has been identified and the appropriate Fix developed.

Severity 3 (or lower) Errors—Service Provider will exercise reasonable efforts to include the Fix for the Error in a future release.

Client is responsible for providing sufficient information and data to allow Service Provider to readily reproduce all reported Errors. If Service Provider believes that a problem reported by Client may not be due to an Error in a Service Provider service or software application, Service Provider will so notify Client.

EXCLUSIONS. Service Provider will have no obligation to support: (i) altered or damaged software components or any portion of a software component incorporated with or into other software applications; (ii) Service problems caused by Client's negligence, abuse or misapplication, use of Service Provider services, or other causes beyond the control of Service Provider; (iii) problems arising from the operation of Client edited interfaces developed by or for Client; (iv) questions and problems related to the development of such edited interfaces.

DEFINITIONS

- "Error" means an error in a Service Provider Testing Service that significantly impairs such Service Provider Testing Service as compared to the Service Provider published product documentation.
- "Fix" means the repair or replacement of object or executable code versions of a Service Provider Testing Service to remedy an Error.
- "Severity 1 Error" means an Error that renders the product inoperative. When attempting to use the product, the user is prevented from performing a necessary function and there is no acceptable Workaround.
- "Severity 2 Error" means an error in which major functionality is experiencing a reproducible problem that causes major inconvenience to the user. A Workaround may exist but it has high user impact.
- "Severity 3 Error" means an Error in which an important function is experiencing an intermittent problem or a common non-essential operation is failing consistently.
- "Telephone Support" means telephone or email technical support assistance provided by Service Provider to the Technical Support Contact during Regular Hours concerning the installation and use of the then-current release of a Service Provider Services and the previous sequential release.
- "Workaround" means a change in the procedures followed or data supplied by Client to avoid an Error without substantially impairing use of a Service Provider Services.
- "Regular Hours" means 8:00A to 8:00P Central Time on the regular business days of Service Provider.

THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICATION SERVICE PROVIDER AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY PROVISION OF ANY SUCH AGREEMENT.

SERVICE LEVEL AGREEMENT - BACKUPS

Base Level

Backup – Your data are backed up on normal business days.

Storage - Backup tapes are stored on-site at Service Provider offices.

Tape Cycling – Tapes are recycled after ten backups providing approximately two business weeks of data backup.

Enhanced Level

Backup – Hourly increment backups of your data will be kept on hand for up to 24 hours until the next daily backup occurs. Backups will occur on normal business days.

Storage - Backup tapes are stored on-site at Service Provider offices. Friday backups will be stored off-site at another physically separate local location in Norton, Kansas.

Tape Cycling – Tapes are recycled after fourteen backups providing more than two business weeks of data backup.

Premium Level

Backup – Hourly increment backups of your data will be kept on hand for up to 24 hours until the next daily backup occurs. Backups will occur every day including weekends and holidays.

Storage - Backup tapes are stored on-site at Service Provider offices. Friday backups will be stored off-site at another physically separate local location in Norton, Kansas. Once monthly Service Provider will burn a DVD of your database and mail the DVD to your offices.

Tape Cycling – Tapes are recycled after twenty-one backups providing more than three business weeks of data backup.

SERVICE LEVEL AGREEMENT - NETWORK UPTIME

Client will be entitled to credits for times when the Service Provider Internet network is unavailable, hereinafter referred to as “Site Unavailability”. The credit is calculated by the number of minutes that the Service Provider connection was down excluding time when Client’s equipment causes the downtime. For the purposes of determining the applicable credit, Site Availability will be calculated based on the twenty-four hour period each Midnight to Midnight. When network “uptime” fails to achieve standards, then credits to the daily equivalent rate will be given as follows:

	Base Level	Enhanced Level	Premium Level
Percent Uptime	Credit	Credit	Credit
99%	15%	25%	40%
95%	25%	50%	100%
90% or less	100%	100%	100%

For the purposes of this calculation, “Site Unavailability” will **not** include times when the service is unavailable because of the following.

- a. Scheduled maintenance;
- b. Service upgrades;
- c. Reasonable planned or predetermined downtime;
- d. Negligent actions or willful misconduct of Client’s agents, employees or vendors;
- e. Failure of hardware owned or operated by Client;
- f. Failure of the VPN hardware firewall.
- g. Downtime caused by Client's network or the Internet.

Only unavailability lasting at least one (1) minute in length will be figured into this calculation.

Credit. To receive any of the credits described in this section, Client must notify Service Provider Client Services within two (2) business days from the time Client becomes eligible to receive a credit. Failure to comply with this requirement will forfeit Client's right to receive a credit. The

credits described herein will be Client's exclusive remedy and Service Provider sole liability for any unavailability of the Service Provider Servers or Service Provider Services.

Applicable credits will be applied on the next monthly invoice after credits are earned.

SERVICE LEVEL AGREEMENT - VPN HARDWARE SUPPORT

- Base Level – Next Business Day (NBD) Replacement parts with a field engineer are delivered the next business day between 9 AM and 5 PM (provided the request is received before 3 PM local time).
- Enhanced Level - Replacement parts with a field engineer are delivered within 4 hours of determining that part replacement is required during the standard work week (8 hours a day, 5 days a week).
- Premium Level - Advance replacement parts with a field engineer are delivered within 4 hours of determining that part replacement is required (24 hours a day, 7 days a week).

Service Provider sub-contracts the VPN hardware support services through Cisco Corporation and services are always subject to change by Cisco Corporation.

SERVICE LEVEL AGREEMENT - COSTS

- Base Level – No additional charge.
- Enhanced Level – 10 percent additional charge based on recurring concurrent connection software license fees.
- Premium Level - 20 percent additional charge based on recurring concurrent connection software license fees.

SERVICE LEVEL AGREEMENT - SELECTION

Client chooses the following service level:

_____ Base Level _____ Enhanced Level _____ Premium Level

Authorized Client Signature

Exhibit B

PRICING

A.

[pricing menu here]

B.

Invoices: Service Provider will invoice Client monthly. All invoices are due and payable in full within 30 days of date of the invoice. Any invoice not paid within 15 days of the due date will be deemed late, and will accrue late charges as of the date due. Late charges will be at a rate of 1.5% per month, or the maximum rate allowed under law, whichever is lower, from the date such payment was due until the date paid. Client agrees that it will promptly notify Service Provider in writing of any dispute with any invoice, and that invoices for which no such notification is received will be deemed accepted by Client and true and correct fifteen (15) days after they are sent by Service Provider.

C.

Taxes: Client will be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding U.S. federal and state and local taxes based upon Service Provider' income. Client will indemnify, defend, and hold harmless Service Provider from any losses or liability due to nonpayment of taxes for which Client is responsible under this Agreement.

[end of documents]