

IN2ITIVE LLC
PRIORITY CHANGE REQUEST AGREEMENT

1. TERM AND PAYMENT

1.1 In2itive LLC ("In2itive") hereby offers to provide the following priority change request services for the off-the-shelf software (the "Covered Software") for which the priority change request services are purchased by the client ("Client") pursuant to a written order ("Order"). To the extent that Client and In2itive have entered into a written agreement regarding priority change request services for In2itive software, the terms of such written agreement will prevail over this Priority Change Request Agreement with respect to such In2itive software.

1.2 Client shall provide a priority change request to initiate a functional customization request of the Covered Software.

1.3 In2itive shall analyze the change request for level-of-effort and provide Client with a quote for executing the priority change request. Quote will be valid for 60 days.

1.4 Upon acceptance of the quote, Client shall pay In2itive 50% of the quoted price as a down payment for the priority service in advance.

1.5 Upon delivery of the customized feature, Client shall pay In2itive the remaining 50% of the quoted price within 30 days of delivery.

1.6 Client's standard software maintenance agreement shall govern the support of the customized feature developed as part of Client's priority change request service.

2. COPYRIGHT

Client acknowledges that In2itive exclusively owns all right, title and interest in and to any customized feature developed as part of the priority change request, including without limitation all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

3. AMENDMENTS

No term of this Agreement may be modified except by a writing signed by authorized representatives of both parties. Any such amendments will become effective with respect to Client upon the next Renewal Term, and Client's renewal of Maintenance Services shall constitute acceptance of the amended terms.

4. GENERAL

If any provision of this agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this agreement shall continue in full force and effect. Client may not assign this agreement or any of its rights or duties under this agreement without the prior written consent of In2itive, and any such purported assignment shall be null and void. Subject to the foregoing, this

agreement shall be binding upon and shall inure to the benefit of each party, its successors, administrators, heirs, and assigns. Disputes regarding the Agreement shall be governed by Federal law of the United States without regard to the U.N. Convention on Contracts for the International Sale of Goods. This agreement, together with any Orders or other documents referencing this agreement, constitutes the complete and exclusive understanding and agreement of In2itive and Client relating to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements and communications with respect to the subject matter hereof, including but not limited to the terms set forth in any standard customer purchase order.