IN2ITIVE LLC
SOFTWARE MAINTENANCE AGREEMENT

1.   TERM AND PAYMENT

1.1 In2itive LLC ("In2itive") hereby offers to provide the following software maintenance and support services for the off-the-shelf software (the "Covered Software") for which the maintenance 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 maintenance services for In2itive software, the terms of such written agreement will prevail over this Software Maintenance Agreement with respect to such In2itive software.

1.2 Client shall pay In2itive the annual maintenance fee (the "Maintenance Fee") annually in advance. If specified on an Order, the Maintenance Fee may be included in the annual license fee for the Covered Software if licensed on a fixed-term subscription basis.

1.3 Unless otherwise set forth in an Order, these terms and conditions shall be in effect for a one year term without prejudice to its other rights, In2itive may terminate support and maintenance services under in the event that Client's license to the Covered Software for which Client has purchased support and maintenance services is terminated.

2.   SCOPE OF MAINTENANCE

2.1 In2itive will provide the software maintenance and support services listed in Sections 2.2 through 2.5 to the Client for the Covered Software while the annual maintenance fee for the Current Release of the particular Covered Software is in effect and paid in full. "Current Release" means the then-current unmodified, unimproved release of the Covered Software made generally available by In2itive to similarly situated customers. In2itive shall not be obligated to provide maintenance or support services for any customizations or modifications to the Current Release as part of the Maintenance Fee. Such services may be available from In2itive for an additional fee. In2itive may provide maintenance and support services for the version of the Covered Software immediately preceding the Current Release at its discretion.

2.2 In2itive will use reasonable efforts to correct any failure in the Covered Software to substantially comply with its Documentation ("Errors"), provided such Errors are identified by Client in writing, are replicable by In2itive, and confirmed by In2itive to arise directly from the unmodified Covered Software. In particular, In2itive will use reasonable efforts to proceed as described below:

2.2.1 If an Error causes the Covered Software to be wholly inoperative, or so severely impaired that that Client is unable to use the Covered Software to perform any of its intended functions in accordance with the Documentation supplied by In2itive, ("Severity 1 Error"), In2itive will: (a) within one (1) business day after receiving notice of a Severity 1 Error from Client, assign at least one qualified technician to dedicate full time within In2itive normal business hours to provide a correction or procedural workaround sufficient to reduce or eliminate the effect of the Severity 1 Error; and (b) within five (5) business days after receiving notice of a Severity 1 Error from Client, provide an error correction or procedural workaround sufficient to alleviate any material adverse effect of the Severity 1 Error on the operation of the Covered Software.

2.2.2 If an Error causes the Covered Software to fail to function in material accordance with its Documentation so that one or more material functions are severely impaired but the Covered Software is still operational with respect to other functions ("Severity 2 Error"), In2itive will, within ten (10) business days after receiving notice of a Severity 2 Error from Client, provide an error correction sufficient to alleviate any material adverse effect of the Severity 2 Error on the operation of the Covered Software.

2.2.3 If an Error reported by Client causes inconvenience, but does not materially and adversely affect the functionality of the Covered Software ("Severity 3 Error"), In2itive will endeavor to include a correction of such Severity 3 Error by the next Upgrade of the Covered Software.

2.3 In2itive will provide Client with support by e-mail during the support hours posted at In2itive client support website for the Current Release. Such support is limited to the use of reasonable commercial efforts to answer questions from Client regarding the general utilization of the Current Release, but does not include support relating to any changes or customizations made to the Current Release, or assistance with design, development and debugging of code or implementations, including but not limited to creation or deployment of customizations or developments using development or authoring tools licensed by In2itive. In connection with any request by Client for support, Client shall provide In2itive with all information that is reasonably necessary to respond to the request.

2.4 In2itive shall provide Upgrades to the standard version of the major Covered Software at no additional cost to the Client. "Upgrades" shall mean updated, upgraded, or revised versions of the Covered Software which may include Error corrections and other enhancements that In2itive, at its sole discretion, makes available to In2itive customers who are similarly situated to Client at no additional charge. Upgrades shall not include any new releases which contain substantially new or different functionality, which In2itive licenses as separate products or which In2itive creates at the request of a specific Client.

3. OTHER SUPPORT TERMS

3.1 From time to time upon Client's request, In2itive may provide additional services outside the scope of the Maintenance Services to provide support or correct difficulties or defects caused by Client's errors, hardware system changes, interactions with other software of Client, assistance with design, development and debugging of code or any authorized changes or customizing made to the Software Programs. The scope and costs of such additional services will be separately agreed upon by the parties in writing.

3.2 In the event that Client makes any unauthorized modifications, enhancements or improvements to the Covered Software, In2itive shall be relieved of its obligations to provide support and maintenance services for any portion of the Covered Software which has been affected, directly or indirectly, by such changes, modifications, enhancements or improvements.

4. WARRANTY DISCLAIMER.

THE MAINTENANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTIABILITY, QUALITY, PERFORMANCE OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY.

IN2ITIVE AND ITS THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF IN2ITIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN2ITIVE AND ITS THIRD PARTY SUPPLIERS' LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT FOR THE MAINTENANCE SERVICES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK, WHICH IS SET FORTH IN THIS SECTION. The foregoing limitations will apply even if the above stated warranty fails of its essential purposes. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages so the above limitation may not apply.

6. OFAC COMPLIANCE.

Client warrants that it is not owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including but not limited to Burma, Cuba, Iran, North Korea, Syria, or Sudan and that neither Client nor any of its owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States or any other jurisdiction in which Client or any of its group companies are doing business, including but not limited to the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Client agrees that it will notify In2itive if these circumstances change.

7. 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.

8. 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.