

SOFTWARE DEVELOPMENT TERMS AND CONDITIONS

THESE SOFTWARE DEVELOPMENT TERMS AND CONDITIONS apply to the Software Development Agreement ("Agreement") made as of the Effective Date by and between Intellias Inc. (Intellias) with offices located at 100 E Royal Ln Ste T-125, Irving, Texas, 75039 and the Participant identified thereunder.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Authorized Person: The term "Authorized Person" means a person or organization with a need to know Confidential Information, who agrees to be bound by the restrictions of this Agreement in consideration for receiving such Confidential Information from the Receiving Party, and who is authorized in writing by the Disclosing Party to receive such Confidential Information. For purposes of this definition employees, officers and legal counsel for the Receiving Party which have a need to know such Confidential Information (as determined in the reasonable opinion of the Receiving Party) shall be deemed as Authorized Persons.
- (2) Computer: The Term "Computer" shall mean the following Computer Hardware: Web Server supporting the 7.X, 8.X, 9X Lawson environment.
- (3) Confidential Information: The term "Confidential Information" shall mean all information disclosed by the Disclosing Party to the Receiving Party which is clearly identified as proprietary or confidential at the time such information comes into the possession or knowledge of the Receiving Party and which is not: (i) already known to the Receiving Party; (ii) in the public domain; (iii) conveyed to the Receiving Party by a third party without restriction; (iv) released by the Disclosing Party without restriction; (v) independently developed by the Receiving Party; and (vi) required by Court Order to be released by the Receiving Party. For purposes of this definition, written information marked at the time of disclosure as confidential or proprietary shall be deemed as "clearly identified as proprietary or confidential". For purposes of this definition, Confidential Information as provided hereunder shall not be Confidential Information five years after the date such Confidential Information is disclosed by the Disclosing Party to the Receiving Party. For purposes of this definition, the Development Documents, Design Documents, object code and
- (4) Defect: The term "Defect" shall mean discrepancies between the actual performance of the Software and the Software performance described by the Requirements Specification, the Functional Specifications, or the Documentation.
- (5) Design Documents: The term "Design Documents" shall mean all written materials developed in connection with designing the Program including (without limitation) all copies and versions thereof, except the Development Documents and the Documentation.
- (6) Development Documents: The term "Development Documents" shall mean the Requirements List, the Requirements Specification, the Functional Specifications and all written materials and documents incidental thereto including (without limitation) all copies and versions thereof.
- (7) Disclosing Party: The term "Disclosing Party" shall mean a party to this Agreement who reveals Confidential Information to the other party to this Agreement.
- (8) Documentation: The term "Documentation" shall mean a user manual providing instructions for using the Software and resolving user difficulties.
- (9) Functional Specifications: The term "Functional Specifications" shall mean that certain written description of the performance functions and specifications for the Program and shall include screen layouts and definition, narrative describing screen processing, user commands and initiation of program functions using the screens as well as inputs, outputs, processes and interfaces of the Program modules.
- (10) Implement: The term "Implement" and variants thereof shall mean to load, compile, link and build executable code on the Computer and to make the Software fully functional and ready for use as set forth in the Requirements Specifications, Functional Specifications, Design Documents and Documentation.
- (11) Delivery Date: Except as provided under Section

- 3.04, the term "Delivery Date" shall mean the date the Software is deemed delivered to Participant.
- (12) Defect Notice: The term "Defect Notice" shall mean that certain written notice sent from Participant to Intellias identifying Defects.
- (13) License Term: The term "License Term" shall mean a period of time starting with the Effective Date and ending the earlier of: (1) one-hundred eighty days thereafter, or (2) ninety days after the later of: (i) the Effective Date or (ii) the date of the latest Defect Notice received by Intellias from Participant under this Agreement.
- (14) Program: The term "Program" shall mean that certain computer code for use by Lawson Users in streamlining Lawson business processes.
- (15) Receiving Party: The term "Receiving Party" shall mean a party to this Agreement who receives Confidential Information from the other party to this Agreement.
- (16) Remote Access: The term "Remote Access" shall mean telecommunications access to the Software using a modem.
- (17) Requirements List: The term "Requirements List" shall mean a document specifying and describing desirable functional and technical specifications for the Program.
- (18) Requirements Specification: The term "Requirements Specification" shall mean that certain written description of the functional requirements and processing specifications for the Program.
- (19) Software: The term "Software" shall mean executable code for the Program.
- (20) Test Procedures: The term "Test Procedures" shall mean that certain written plan for executing the Software to determine whether the Software performs in accordance with the Requirements Specification, the Functional Specifications and the Documentation.
- (21) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Software or Documentation except for the exclusive purposes of executing Test Procedures and evaluating the performance, utility and functions of the Software.
- (22) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Software or Documentation except for employees

authorized by Participant to access the Software for the purposes of executing Test Procedures and evaluating the performance, utility and functions of the Software.

- (23) Effective Date: The term "Effective Date" shall mean the date the Agreement is signed by Intellias or Participant (whichever is later).
- (24) Software Development Agreement: The term "Software Development Agreement" refers to the signature page labeled as such and as signed by the parties incorporating by reference the SOFTWARE DEVELOPMENT TERMS AND CONDITIONS.

ARTICLE II - SOFTWARE DEVELOPMENT

Section 2.01 -- Requirements List: A Requirements List shall be developed as follows:

- (1) Recommended Requirements List: Participant shall develop a recommended Requirements List in consultation with Intellias. Participant shall submit the recommended Requirements List to Intellias within ten days after the Effective Date.
- (2) Review - Recommended Requirements List: Intellias shall review the recommended Requirements List in consultation with Participant and shall accept or reject each requirement on the recommended Requirements List. Requirements from the recommended Requirements List that are accepted by Intellias shall be used by Intellias to develop a revised Requirements List. Requirements from the recommended Requirements List that are rejected by Intellias shall be identified in written notice submitted to Participant within ten days after Intellias receipt of the recommended Requirements List. Such written notice shall define the reason for rejecting each such requirement.
- (3) Revised Requirements List: Intellias shall submit a revised Requirements List to Participant within ten days after Intellias receipt of the recommended Requirements List. The revised Requirements List shall be deemed accepted by Participant and approved within ten days after receipt by Participant, unless Intellias receives written notice from Participant specifying changes to the revised Requirements List ("Requirements List Change Request") within such ten day period.
- (4) Requirements List Change Request: Intellias shall review the Requirements List Change Request in consultation with Participant and shall accept or reject each change requested in the Requirements List Change Request. Changes accepted by

Intellias shall be used by Intellias in developing a final Requirements List. Changes rejected by Intellias shall be identified in written notice to Participant by Intellias explaining the reason for rejecting such change ("Requirements Rejection Notice"). The Requirements Rejection Notice shall be received by Participant within ten days after Intellias receipt of the Requirements List Change Request.

- (5) Final Requirements List: Intellias shall submit to Participant a final Requirements List within ten days after Intellias receipt of the Requirements List Change Request. Such final Requirements List shall be deemed accepted by Participant and approved upon receipt by Participant.
- (6) Modification Rights: Notwithstanding any provision to the contrary hereunder, Intellias shall have the right to accept or reject any change to the Requirements List and to modify the Requirements List at any time.

Section 2.02 -- Requirements Specification: A Requirements Specification shall be developed as follows:

- (1) Recommended Requirements Specification: Intellias shall develop a recommended Requirements Specification. Intellias shall submit the recommended Requirements Specification to Participant for review within ten days after approval of the Requirements List.
- (2) Review - Recommended Requirements Specification: Participant shall review the recommended Requirements Specification in consultation with Intellias within ten days of receiving the recommended Requirements Specification. The recommended Requirements Specification shall be deemed accepted by Participant and approved within ten days after Participant receipt of the recommended Requirements Specification unless Intellias receives written notice from Participant specifying changes to the recommended Requirements Specification within such ten day period ("Requirements Specification Change Request").
- (3) Review - Requirements Specification Change Request: Intellias shall review the Requirements Specification Change Request in consultation with Participant and shall accept or reject each change requested in the Requirements Specification Change Request. Changes accepted by Intellias shall be used by Intellias in developing a revised Requirements Specification. Changes rejected by Intellias shall be identified in written notice to

Participant by Intellias explaining the reason for rejecting such change ("Requirements Specification Rejection Notice"). The Requirements Specification Rejection Notice shall be received by Participant within ten days after Intellias receipt of the Requirements Specification Change Request.

- (4) Revised Requirements Specification: Intellias shall submit to Participant a revised Requirements Specification within ten days after Intellias receipt of the Requirements Specification Change Request. Such revised Requirements Specification shall be deemed accepted by Participant and approved upon receipt by Participant.
- (5) Modification Rights: Notwithstanding any provision to the contrary hereunder, Intellias shall have the right to accept or reject any change to the Requirements Specification and to modify the Requirements Specification at any time.

Section 2.03 -- Functional Specifications: Functional Specifications shall be developed as follows:

- (1) Recommended Functional Specifications: Intellias shall develop recommended Functional Specifications. Intellias shall submit the recommended Functional Specifications to Participant for review within ten days after approval of the Requirements Specifications.
- (2) Review - Recommended Functional Specifications: Participant shall review the recommended Functional Specifications in consultation with Intellias within ten days of receiving the recommended Functional Specifications. The recommended Functional Specifications shall be deemed accepted by Participant and approved within ten days after Participant receipt of the recommended Functional Specifications, unless Intellias receives written notice from Participant specifying changes to the recommended Functional Requirements within such ten day period ("Functional Specifications Change Request").
- (3) Review - Functional Specifications Change Request: Intellias shall review the Functional Specifications Change Request in consultation with Participant and shall accept or reject each change requested in the Functional Specifications Change Request. Changes accepted by Intellias shall be used by Intellias in developing revised Functional Specifications. Changes rejected by Intellias shall be identified in written notice to Participant by Intellias explaining the reason for rejecting such change ("Functional Specifications Rejection Notice"). The Functional Specifications Rejection

Notice shall be received by Participant within ten days after Intellias receipt of the Functional Specifications Change Request.

- (4) Revised Functional Specifications: Intellias shall submit to Participant revised Functional Specifications within ten days of Intellias receipt of the Functional Specifications Change Request. Such revised Functional Specifications shall be deemed accepted by Participant and approved upon receipt by Participant.
- (5) Modification Rights: Notwithstanding any provision to the contrary hereunder, Intellias shall have the right to accept or reject any change to the Functional Specifications and to modify the Functional Specifications at any time.

Section 2.04 -- Design: Based upon the Requirements Specification and the Functional Specifications, Intellias shall design the Program. Such design activities shall include (without limitation) developing the architecture for each Program module as well as inputs and outputs, codes and acronyms, program descriptions, file descriptions, formats and layouts, report descriptions and layouts, screen descriptions and layouts, input documents, data elements, paper processing flow charts, computer processing flow charts, processing narratives, editing rules, password development and protection rules, telecommunications requirements, glossaries, manual procedures, a schedule for implementing the Program and system performance criteria. Intellias shall complete the design of the Program within one-hundred eighty (180) days after approval of the Functional Specifications. As part of the design process, Intellias will upload preliminary Software modules to the Computer for testing and review by Participant. Participant shall review such Software modules and provide Intellias with oral comments concerning the design of the Program within three calendar days of receiving such Software modules.

Section 2.05 -- Program Coding: Based upon the Requirements Specification, the Functional Specifications and the design of the Program, Intellias shall develop source and object code for the Program which shall enable the Program to perform the functions defined in the Requirements Specification as described in the Functional Specifications. Intellias shall complete development of the source code and object code for the Program within one-hundred eighty (180) days after approval of the Functional Specifications. As part of the coding process, Intellias will upload preliminary Software modules to the Computer for testing and review by Participant. Participant shall review such Software modules and provide Intellias with oral comments concerning the Software modules within three calendar days of receiving such Software modules.

Section 2.06 -- Documentation: Documentation shall be

developed as follows:

- (1) Recommended Documentation: Intellias shall develop recommended Documentation. Intellias shall submit the recommended Documentation to Participant for review within thirty days after development of the source code and object code for the Program is complete.
- (2) Review - Recommended Documentation: Participant shall review the recommended Documentation in consultation with Intellias within ten days of receiving the recommended Documentation. The recommended Documentation shall be deemed accepted by Participant and approved within ten days after Participant receipt of the recommended Documentation, unless Intellias receives written notice from Participant specifying changes to the recommended Documentation within such ten day period ("Documentation Change Request")
- (3) Review Documentation Change Request: Intellias shall review the Documentation Change Request in consultation with Participant and shall accept or reject each change requested in the Documentation Change Request. Changes accepted by Intellias shall be used by Intellias in developing revised Documentation. Changes rejected by Intellias shall be identified in written notice to Participant by Intellias explaining the reason for rejecting such change ("Documentation Rejection Notice"). The Documentation Rejection Notice shall be received by Participant within ten days after Intellias receipt of the Documentation Change Request.
- (4) Revised Documentation: Intellias shall submit to Participant revised Documentation within ten days after Intellias receipt of the Documentation Change Request. Such revised Documentation shall be deemed accepted by Participant and approved upon receipt by Participant.
- (5) Modification Procedures: Notwithstanding any provision to the contrary hereunder, Intellias shall have the right to accept or reject any change to the Documentation at any time.

Section 2.07 -- Test Procedures: Based upon the Requirements Specification, the Functional Specifications, the Documentation and the design of the Program, Intellias shall develop Test Procedures. The Test Procedures shall be completed by Intellias within ten days after development of the source code and object code for the Program is completed.

ARTICLE III - SOFTWARE TESTING

Section 3.01 -- Software Licensing: Intellias hereby grants to Participant a nonexclusive and nontransferable license to use the Software on the Computer for the License Term and for the sole purpose of testing the Software in accordance with the Test Procedures. Intellias hereby grants to Participant a nonexclusive and nontransferable license to use the Documentation for the License Term and for the sole purpose of evaluating the Documentation for usefulness in providing instructions, guidelines and support in using the Software on the Computer.

Section 3.02 -- Implementation: Intellias shall implement the Software on the Computer within thirty days after development of the source code and object code for the Program is completed. Intellias shall demonstrate the Software to Participant within two days after completing implementation of the Software on the Computer. Such demonstration shall include (without limitation) illustrating use of program functions provided by the Software. Upon completing demonstration of the Software, the Software shall be deemed delivered to Participant.

Section 3.03 -- Delivery of Test Procedures: Intellias shall deliver the Test Procedures and Documentation to Participant on the Delivery Date.

Section 3.04 -- Testing: Participant shall test the Software by executing the Test Procedures (as provided therein) and operating the Software in a live environment for ninety days starting on the Delivery Date. The Software shall be deemed approved by Participant ninety days after the Delivery Date unless Defect Notice is received by Intellias by such ninetieth day.

Section 3.05 -- Risk of Loss: Participant assumes risk of loss to the Software as of the Delivery Date.

Section 3.06 -- Authorized Use: Participant shall prevent Unauthorized Users from accessing the Software. Participant shall prevent Unauthorized Access to the Software.

Section 3.07 -- Site Only: Participant shall use the Software only on the Computer and only at the facilities of Participant. Excepting access by Intellias, Participant shall prevent Remote Access.

Section 3.08 -- Demonstrations: Participant shall allow Intellias scheduled access to the Computer, Software and personnel of Participant for the purpose of demonstrating the performance, functions, utility and features of the Software to potential customers of Intellias. Such demonstrations shall be scheduled at least twenty-four hours in advance. Such demonstrations shall not last more than two hours and shall be conducted only during the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday (excluding holidays). Such demonstrations shall be conducted by Participant personnel under the direction of Intellias.

ARTICLE IV - TESTING SUPPORT SERVICES

Section 4.01 -- Maintenance: Intellias shall maintain the Software as provided under this Article IV for the License Term.

Section 4.02 -- Defect Resolution: Intellias shall correct any valid Defects in the Software within a reasonable time after receiving Defect Notice as follows:

- (1) Problem Reporting: Upon discovering a Defect, Participant shall submit Defect Notice to Intellias. Upon request by Intellias, such Defect Notice shall not be valid unless it is in written form describing the Defect.
- (2) Telephone Support: Within four (4) hours after receiving a valid Defect Notice (as determined by Intellias), Intellias shall provide telephone support in the form of consultations, assistance and advice concerning use of the Software and correction of such Defect or, if the asserted Defect is not valid in the reasonable professional opinion of Intellias, Intellias shall explain to Participant the reason such asserted Defect is not valid. Upon request by Participant, Intellias shall provide such explanation in writing ("Telephone Support").
- (3) Off-site Support: If a valid Defect is not corrected through Telephone Support within forty eight (48) hours after receiving a valid Defect Notice (as determined by Intellias), Intellias shall conduct tests and analysis at the facility of Intellias designed to reproduce, isolate and correct the Defect using data and information provided to Intellias by Participant ("Off-site Support").
- (4) On-site Support: If a valid Defect is not corrected by Intellias through Off-site Support within a reasonable time after receiving valid Defect Notice, Intellias personnel shall visit Participant's facility for the purpose of correcting the Defect ("On-site Services"). If such Defect is not corrected within a reasonable time after commencing such On-site Services, Intellias shall implement work around processes designed to minimize the impact of such Defect.
- (5) Resubmittal: Upon correcting a Defect or implementing a work around process designed to minimize the impact of such defect, Intellias shall resubmit the Software for testing as provided under Section 3.04. Notwithstanding any provision to the contrary hereunder, under such circumstances, the Delivery Date as provided under Section 3.04 shall be deemed to mean the date the Software was

resubmitted for testing by Participant as provided hereunder.

Section 4.03 -- Consultations: Intellias shall provide Participant with telephone consultations in answering questions concerning use of the Software and execution of Test Procedures.

Section 4.04 -- Program Modifications: Upon discovering a desired modification for the Software, Participant may request implementation of the modification. Any such request shall be submitted to Intellias in writing. Implementation of any such modification shall be subject to the sole and exclusive discretion of Intellias.

Section 4.05 -- Participant Cooperation: Participant shall cooperate with Intellias by granting unrestricted access to the Software and the Computer, and providing data and information reasonably required by Intellias to correct a valid Defect. Participant hereby acknowledges that successful development of the Software will require Participant to cooperate with Intellias in good faith and to make computer resources, personnel and information available as may be requested by Intellias from time to time. Participant hereby agrees to provide such good faith cooperation and information, and agrees to make such computer resources and personnel available to Intellias. Participant shall provide Intellias with VPN access to the Computer and the Software.

Section 4.06 -- Schedule Restrictions: The services to be provided by Intellias hereunder shall be performed only during the hours of 8:30 a.m. through 5:00 p.m. Monday through Friday (excluding holidays) [Eastern Time].

Section 4.07 -- Software Training: During the first ten days following the first Delivery Date, Intellias shall provide training and customer support to Participant as required. Such on-site training shall include individualized instruction and training on using and operating the Software and executing Test Procedures for persons designated by Participant. Such training shall include instructions and guidelines on performing all of the functions and processes described in the Documentation.

ARTICLE V -- LICENSING RIGHTS

Section 5.01 -- Software Licensing: As of the last day of the License Term, Participant shall have the right (but not the obligation) to license the Software and Documentation in accordance with the SOFTWARE LICENSE TERMS AND CONDITIONS.

Section 5.02 -- Software Maintenance: As of the last day of the License Term, Participant shall have the right to receive maintenance support services from Intellias as set forth in that certain SOFTWARE MAINTENANCE TERMS AND

CONDITIONS.

ARTICLE VI -- COST

Section 6.01 -- Cost Participation: Participant shall pay all direct costs related to the involvement of Participant in developing the Software as incurred by Intellias and approved by Participant via work order Exhibit C. Such direct costs shall include (without limitation) postage, telephone, travel, time, material and reproduction costs.

Section 6.02 -- Invoicing and Payment: Intellias shall invoice Participant monthly for any direct costs incurred by Intellias as set forth above. Such invoice shall be accompanied by receipts evidencing such costs. Participant shall pay any such invoice in full within thirty days of receipt.

ARTICLE VII -- INTELLECTUAL PROPERTY

Section 7.01 -- Obligation of Confidentiality: The Receiving Party shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this Agreement. The Receiving Party shall require the recipient of such Confidential Information to abide by the restrictions of this Agreement concerning such Confidential Information before disclosing such Confidential Information to the recipient. Subject to the terms set forth herein, the Receiving Party shall protect the Confidential Information received from the Disclosing Party with the same degree of protection and care the Receiving Party uses to protect its own Confidential Information within thirty days after termination of this Agreement, the Receiving Party shall either return all written Confidential Information in the possession of Receiving Party to the Disclosing Party or certify that such Confidential Information in the possession of Receiving Party has been destroyed. This Section 7.01 shall survive termination of this Agreement.

Section 7.02 -- Use and Disclosure of Confidential Information: The Receiving Party shall disclose Confidential Information to Authorized Persons only. The Receiving Party shall use Confidential Information only in performing its obligations under this Agreement.

Section 7.03 -- Intellectual Property Rights: Participant hereby agrees that the Program, Software, Development Documents, Design Documents, Documentation and all materials incidental thereto developed under this Agreement ("Property") shall be the sole and exclusive property of Intellias, and that Intellias shall own all of the rights, title and interests to such Property including (but not limited to) any and all copyrights, patents, trademarks and trade secrets related thereto. Participant hereby assigns to Intellias any and all ownership and claims of ownership Participant may have or accrue in the Property including (without limitation) any and all copyrights, patents, trademarks, and trade secrets related thereto.

Section 7.04 -- Employee Pirating: Each party shall not induce or solicit (directly or indirectly) an employee of the other party to leave the employ of such other party or engage the services of such employee (as an employer or otherwise) without the prior written consent of such other party. This Section 7.04 shall survive termination of this Agreement for twelve months.

Section 7.05 -- Modification: Participant shall not modify the Property without the prior written consent of Intellias. Participant shall not use the Property to develop computer software. If the Property is modified, such modifications shall be the sole and exclusive property of Intellias and Intellias shall own all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Section 7.06 -- Development Documents: Participant hereby acknowledges that the Development Documents are trade secrets and Confidential Information of Intellias, and Participant shall exercise such care and control as to protect the trade secret status of the Development Documents and the ideas and concepts expressed therein.

Section 7.07 -- Source Code and Design: Participant hereby acknowledges that the source code for the Program and Design Documents shall be owned exclusively by Intellias including (without limitation) all copyrights, patents, trade secrets and trademarks related thereto, and that such source code and Design Documents shall not be disclosed to Participant. To the extent any such right of disclosure may exist, Participant hereby waives and shall waive any and all such right to disclosure of the source code for the Program and the Design Documents. Such source code and Design Documents shall be deemed trade secrets of Intellias and Confidential Information of Intellias.

ARTICLE VIII - WARRANTY

Section 8.01 -- Developer Warranty: Intellias hereby represents and warrants that the services to be performed by Intellias under this Agreement shall be performed on a best efforts basis by qualified personnel and that the Software shall perform in accordance with the Documentation. If the Software does not perform in accordance with the Documentation, the sole obligation of Intellias under this Agreement shall be to remedy such failure within a reasonable time. The express warranty made hereunder concerning the performance of the Software shall be void as of the date the Software is modified by Participant without the prior written approval of Intellias.

Section 8.02 -- Customer Warranty: Participant hereby represents and warrants that the obligations of Participant under this Agreement shall be performed on a best efforts

basis by qualified personnel and in accordance with the restrictions of this Agreement.

SECTION 8.03 -- WARRANTY LIMITATION: THE WARRANTY SET FORTH IN SECTION 8.01 IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY Intellias UNDER THIS AGREEMENT. EXCEPT FOR THE WARRANTY MADE BY Intellias IN SECTION 8.01, Intellias HEREBY DISCLAIMS, AND Participant HEREBY WAIVES, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 8.04 -- Limitation of Damages: Neither party shall be liable to the other party under this Agreement for any consequential, exemplary, incidental or punitive damages, regardless of whether such party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 8.05 -- Force Majeure: Neither party shall be liable to the other party for failing to perform its obligations under this Agreement because of circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, riot, sabotage, disputes or differences with workmen, acts of terrorism, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any events reasonably beyond the control of such party.

Section 8.06 -- Indemnification: Participant shall indemnify, defend and hold Intellias harmless against any liability to third parties arising from or in connection with a violation of any trade secret, proprietary information, copyright, trademark or patent rights caused by Participant in connection with development of the Program. This Section 8.06 shall survive termination of this Agreement.

ARTICLE IX - TERMINATION

Section 9.01 -- Termination Limitation: This Agreement shall only be terminated as provided under this Article IX.

Section 9.02 -- Right of Termination: Either party may terminate this Agreement upon providing thirty days Termination Notice to the other party.

Section 9.03 -- Termination for Cause: If a party violates its obligations under this Agreement, the other party may terminate the Agreement by sending Cancellation Notice describing the noncompliance to the other party. Upon receiving Cancellation Notice describing the noncompliance, the noncomplying party shall have five days from the date of

such notice to either cure any such noncompliance or, if the noncompliance cannot be cured within such five day period, to begin curing such noncompliance in good faith. If such noncompliance is not cured within the required five day period, or, if the noncompliance cannot be cured within such five day period, the noncomplying party does not make a good faith effort to begin curing such noncompliance within said five day period, the party providing Cancellation Notice describing the noncompliance shall have the right to terminate this Agreement as of the fifteenth day after the date of the Cancellation Notice.

Section 9.04 -- Return of Materials: Except as otherwise provided hereunder, upon the termination, cancellation or expiration of this Agreement, Participant shall return to Intellias any and all Property in the possession of Participant or located at the facilities or premises of Participant as of the date of Cancellation Notice, Termination Notice or expiration (as the case may be). Notwithstanding any provision to the contrary hereunder, if Participant exercises the right to license the Software as provided in Section 5.01, Participant shall not be required to return the Software implemented on the Computer and the Documentation.

ARTICLE X - MISCELLANEOUS

Section 10.01 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of Intellias as developer and Participant as customer. Nothing herein shall be construed as creating partnership, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 10.02 -- Representatives: The authorized representative of Intellias for purposes of performing the obligations of Intellias under this Agreement shall be Chad Mitchell. The authorized representative of Participant for purposes of performing the obligations of Participant under this Agreement shall be [Name of Representative for Participant].

Section 10.03 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of American Arbitration Association in Dallas, Texas. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by American Arbitration Association.

Section 10.04 -- Assignment: Assignments of rights

hereunder by either party without the prior written consent of the other party shall be void.

Section 10.05 -- Complete Agreement: This Agreement is the sole agreement between the parties relating to the subject matter of this Agreement and supersedes all proposals or prior agreements (oral or written) and all other communications between the parties relating to the subject matter of this Agreement.

Section 10.06 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the date of this Agreement to the best of their knowledge.

Section 10.07 -- Amendments and Modifications: A waiver, alteration, modification or amendment of this Agreement shall be void unless such waiver, alteration, modification or amendment is in writing and signed by the respective parties hereto.

Section 10.08 -- Severability: If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

Section 10.09 -- Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 10.10 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 10.11 -- Governing Law: This Agreement shall be governed by the laws of the State of Texas (except conflict of laws provisions) and venue shall be in Dallas, Texas.

Section 10.12 -- Notice: All communications shall be in writing and shall be delivered by Certified Mail or by hand to the address set forth in the Agreement. Notice shall be effective upon receipt.

Section 10.13 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, singular or plural as the context shall require.

Section 10.14 -- Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provisions.

SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT ("Agreement") is made as of the Effective Date by and between Intellias Inc., with offices located at 5757 Alpha Rd Suite 625 ("Vendor") and the individual or entity identified below as Customer.

WITNESSETH:

WHEREAS, Vendor is a Texas corporation formed for the purpose of developing web application software for simplifying or streamlining Lawson software; and

WHEREAS, Vendor owns certain web application software for simplifying or streamlining Lawson software ("Intellias Software"); and

WHEREAS, Customer and Vendor have executed that certain Software License of even date herewith under which Customer obtained the right to use Intellias Web Application Software ("Software License"); and

WHEREAS, Customer desires Vendor to provide Customer with certain maintenance, training and user support services for Intellias Web Application Software; and

WHEREAS, Customer has read the SOFTWARE MAINTENANCE TERMS AND CONDITIONS online at www.intellias.com and desires to engage the maintenance services of Intellias under this Agreement and the SOFTWARE MAINTENANCE TERMS AND CONDITIONS; and

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Vendor and Customer hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1 -- Recitals: The above recitals and identification of parties is true and correct.

Section 2 -- SOFTWARE MAINTENANCE TERMS AND CONDITIONS: The SOFTWARE MAINTENANCE TERMS AND CONDITIONS are incorporated herein by this reference and shall apply to this Agreement.

Section 3 -- Maintenance Fee: The Maintenance Fee for the first year of the Maintenance Term shall be \$_____.

IN WITNESS WHEREOF, this Software Maintenance Agreement has been executed as of the date first written above.

Vender:
Intellias, Inc.

By: _____
[Authorized Signer and Title]
Date: _____

Customer:
[Customer Name]

By: _____
Print Name: _____
Title: _____
Date: _____