



Satori Solutions, LLC
Support Terms and Conditions
January 1, 2010

These Support Terms and Conditions ("**Support Terms and Conditions**"), along with the Support Plan Description provided via email constitute the Agreement ("**Agreement**") which sets forth the terms and conditions under which Satori Solutions, LLC ("**Satori Solutions**") will furnish support services to the customer named on the application order form for support services ("**Customer**") submitted by Customer and accepted by Satori Solutions ("**Customer Order Form**"). By submitting a Customer Order Form or otherwise accepting support services ("**Support Services**"), Customer agrees as follows:

Section 1. Support Services

During the term specified in Section 5.1 ("**Support Term**"), Satori Solutions, by itself or through its suppliers, will use commercially reasonable efforts to make available to Customer the following Support Services for the computer programs and related hardware described in any Customer Order Form ("**Supported Software**"):

1.1 Technical Support. If provided in the support plan ordered and purchased by Customer, as such plans are described in the Support Plan Description ("**Support Plan**"), Satori Solutions will use commercially reasonable efforts to provide telephone, electronic mail, web and/or fax support to assist Customer in the troubleshooting of the Supported Software during the time periods and in the manner specified in the Support Plan. If provided in the Support Plan, technical support will also provide the following: (a) assistance in identifying and verifying causes of suspected software or applicable hardware Problems (as defined below); (b) workarounds for identified Problems; (c) assistance related to questions regarding Supported Software installation and configuration; and (d) assistance related to questions regarding differences between Supported Software versions. For purposes of this Agreement, a "**Problem**" means any failure of the Supported Software to substantially comply with documentation relating to the Supported Software that is furnished to Customer.

1.2 Problem Resolution. If provided in the Support Plan, Satori Solutions will use commercially reasonable efforts to correct (e.g., by providing a work-around or correction in an Upgrade (as defined below)) any reproducible Problems reported by Customer. Satori Solutions and Customer will comply with the following Problem resolution procedures for all such Problems reported by Customer:

1.2.1 Notice of Error. If Customer encounters a Problem with the Supported Software, Customer must provide the following information to Satori Solutions so that Satori Solutions can reproduce the reported Problem (each, a "**Problem Report**"): (a) a description of the Problem and the functionality that Customer desires to achieve; (b) the step-by-step process to reproduce the Problem; and (c) any and all error messages associated with the Problem. After receipt of a Problem Report from Customer, Satori Solutions will promptly notify Customer if Satori Solutions cannot reproduce the Problem. If Satori Solutions cannot reproduce the Problem, Customer will provide such additional information regarding the Problem as Satori Solutions may request in order to assist Satori Solutions with reproducing the Problem. Customer will provide a separate Problem Report after each Problem encountered by Customer.

1.2.2 Resolution. A Resolution (as defined below) may consist of any one of the following: (a) a solution or answer is provided to Customer; (b) a fix or work-around is provided to Customer; (c) a request for enhancement is submitted to the software or hardware manufacturers; (d) a documentation bug is submitted to software or hardware manufacturers; (e) a fix is incorporated into an Upgrade; or (f) notice is provided that the Problem relates to third-party software or hardware not covered by the applicable Support Plan (each, a "**Resolution**"). A Problem is considered "open" when a Customer submits a Problem Report through the appropriate procedures or the Customer has not responded to Satori Solutions within two business days with Satori Solutions' requests for additional information related to the Problem. A Problem is considered "closed" when a Resolution to the Problem is provided. A Problem is also considered "closed" if and when it is determined that (x) the Problem relates to software that is not Supported Software, (y) the problem identified in the Problem Report is not a Problem, or is not covered by the applicable Support Plan or (z) the Problem relates to a hardware issue that is not supported by Satori Solutions.

1.3 Upgrades. Satori Solutions will process all Customer requests for Upgrade software on the Customer's behalf while the Supported Software is covered under a manufacturer's active software maintenance or upgrade support plan. Satori Solutions will not be obligated to support any version of the Supported Software that has entered end-of life status by its software manufacturer. Any Upgrades delivered to Customer under this Agreement will be deemed Supported Software.

1.4 Supported Software Exclusions. The Support Services for Supported Software do not include: (a) physical installation or removal of the Supported Software at or from Customer's site; (b) visits to Customer's site; (c) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Supported Software; (d) any request to enhance the Supported Software; (e) any work with any Satori Solutions or third-party equipment or hardware; (f) any work with any fax boards, telephony interface boards and voice boards; (g) any work with any third-party software including, without limitation, any assistance with integrating the Supported Software with Customer's application systems outside of interfaces provided by the Supported Software manufacturer, or any operating

systems software (e.g., Windows operating system); (h) any support of application development issues of programs utilizing any of the Supported Software's Application Programming Interfaces (API) such as, but not limited to, .NET, COM, XML, Java, FCL, Embedded Codes, Standard/C API or Visual Basic API. Satori Solutions has no obligation to correct any Problem resulting from: (w) use of the Software in an unsupported environment or operating system; (x) misuse of the Supported Software; (y) modifications to the Supported Software not made by the software manufacturer; or (z) use of the Supported Software with items not provided by the software manufacturer other than the hardware and operating system software for which the Supported Software was designed. Satori Solutions will not be responsible for correcting Problems if Customer fails to implement any Problem correction or Upgrades made available by Satori Solutions or the software manufacturer.

1.5 Hardware Support. Except for hardware for which Customer has purchased the Advanced Replacement Support Plan described in Section 2 below, if Satori Solutions technical support determines that the Problem has been caused by third party equipment or hardware, support for such third party equipment or hardware will be covered by the equipment or hardware manufacturer.

Section 2. Optional Advanced Replacement Support Plan

Customer may order and purchase an Advanced Replacement Support Plan for certain hardware components. The hardware components covered by the Advanced Replacement Support Plan ordered and purchased by Customer will be described in a Customer Order Form (the "**Covered Hardware**"). To order and purchase an Advanced Replacement Plan for Covered Hardware, the Customer must have a current Support Plan for the Supported Software related to the Covered Hardware. Also, the Advanced Replacement Plan for Covered Hardware is only available for new hardware and must be continuously maintained in order to receive Support Services for Covered Hardware. If Customer orders and purchases the Advanced Replacement Support Plan, Satori Solutions, by itself or through its suppliers, will use commercially reasonable efforts to provide Customer with the following Support Services under the Advanced Replacement Plan during the Support Term, for the Covered Hardware described in the applicable Customer Order Form:

2.1 Advanced Replacement. Subject to the limitations set forth herein, Satori Solutions will use commercially reasonable efforts to repair or replace any Covered Hardware that does not function properly for any reason other than those set forth in Section 2.3; provided that Customer notifies Satori Solutions of such failure during the Support Term.

2.2 Advanced Replacement Procedure. If Customer believes the Covered Hardware fails to function properly, Customer shall contact Satori Solutions technical support as described in the Advanced Replacement Support Plan. Once Satori Solutions technical support has determined that the Covered Hardware is not functioning properly and that Customer has purchased an Advanced Replacement Support plan, Satori Solutions technical support will request a permanent replacement or temporary 'loaner' for the Covered Hardware while their hardware is being repaired. In many cases, only the software or hardware manufacturer's technical support may authorize replacement of the Covered Hardware under the Advanced Replacement Support Plan. To receive a replacement for the Covered Hardware, Customer will need to provide its name, contact and shipping information and the serial number and part number of the Covered Hardware. Customer will receive instructions on how to return the Covered Hardware that was not functioning properly from either Satori Solutions or its supplier. Customer must comply with the manufacturer's return policies and procedures. Without limiting the foregoing sentence, in all cases the Covered Hardware that was not functioning properly must be sent by Customer to Satori Solutions, or its designated supplier, via recognized, insured and traceable overnight courier service within ten (10) days after initiating the request for replacement under the Advanced Replacement Support Plan. Customer will be responsible for paying for all charges to ship the Covered Hardware that was not functioning properly to the designated supplier including, without limitation, applicable insurance fees, customs fees, duties, taxes, brokerage fees and documents fees. If Customer fails to return the Covered Hardware that was not functioning properly to the designated return location within the ten (10) day period, Customer will pay Satori Solutions or its suppliers for the replacement of the Covered Hardware. Satori Solutions or its suppliers will invoice Customer for the replacement of the Covered Hardware and Customer will pay such invoice pursuant to the payment terms set forth in Section 4.3. Without limiting any other remedies available to Satori Solutions, Satori Solutions may terminate Support Services for all Covered Hardware if Customer fails to return Covered Hardware that was not functioning properly within the applicable ten (10) day period and pay the applicable invoice when due. After Satori Solutions technical support, or its designated supplier, authorizes replacement of the Covered Hardware, the replacement Covered Hardware will be shipped as follows:

2.2.1 Next Day Delivery. A permanent replacement or temporary 'loaner' for the Covered Hardware will be sent to Customer's located inside the United States of America the same day if the Customer's request is received by Satori Solutions technical support and Satori Solutions technical support or its suppliers authorizes the replacement by 10:00 Mountain Standard Time or Mountain Daylight Savings Time (as applicable) Monday through Friday (excluding Satori Solutions' or its suppliers' holidays). If (a) Customer's request is received by Satori Solutions technical support and Satori Solutions technical support or its suppliers authorizes the replacement at any other time, and (b) Customer is located inside the United States of America, a replacement for the Covered Hardware will be sent as early as possible the next business day. If Customer is located inside the United States of America Customer can expect to receive a replacement for the Covered Hardware within 24 hours. If Customer is located outside the United States of America, Satori Solutions will make commercially reasonable efforts to send a replacement for the Covered Hardware as early as commercially reasonable after Customer's request is received by Satori Solutions technical support and Satori Solutions technical support or its supplier authorizes the replacement. Satori Solutions technical support is available to receive requests during normal business hours (excluding Satori Solutions holidays).

2.2.2 Delivery Method. Satori Solutions, or its supplier, will send the replacement for the Covered Hardware via a recognized overnight courier.

2.3 Covered Hardware Exclusions. The Advanced Replacement Support Plan does not include, and the applicable Support Fees do not cover replacement of the Covered Hardware required or requested as a result of (a) use not in accordance with this Agreement or the applicable documentation; (b) modification, damage, misuse or other action of Customer or any third party; or (c) combination with any hardware, systems, goods or other items provided by Customer or any third party that have not been approved by Satori Solutions; (d) site conditions that do not conform to the applicable environmental specifications; (e) acts of God; (f) use of any third-party software without advance written authorization from Satori Solutions; (g) failure to allow Satori Solutions access to the Covered Hardware; (h) changes necessary to make the Covered Hardware comply with regulations or standards that are enacted after the commencement of the Support Term; or (g) malfunctions due to other systems or equipment, including, without limitation, virus infections. If Satori Solutions or its suppliers determine that the Supported Hardware was returned for any reason set forth in this Section 2.3, Satori Solutions reserves the right to charge Customer for the replacement hardware and any shipping fees associated with the delivery of the replacement hardware to Customer.

2.4 Limited Warranty; Remedy. Satori Solutions warrants that the Support Services for the Covered Hardware will comply in all material respects with the requirements set forth in this Section 2. Satori Solutions shall use commercially reasonable efforts to correct any Support Services that do not comply with the foregoing warranty. If, after the expenditure of commercially reasonable efforts, Customer notifies Satori Solutions of such noncompliance within sixty (60) days after performance of such Support Services and Satori Solutions is unable to correct the noncompliance, then Satori Solutions will refund an equitable portion (e.g., based upon the value of Customer's actual use of, or any benefits received by Customer with respect to, the applicable Support Services) of the Support Fees paid by Customer to Satori Solutions for the Support Services for the Covered Hardware. **THE REMEDY OF CUSTOMER SET FORTH IN THIS SECTION 2.4 IS EXCLUSIVE AND IN LIEU OF, ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST SATORI SOLUTIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCOMPLIANCE IN THE SUPPORT SERVICES FOR THE COVERED HARDWARE.**

2.5 Support of Replacement Covered Hardware. If replacement Covered Hardware is provided under the Advanced Replacement Support Plan, the replacement Covered Hardware will be covered by the Support Plan to the same extent and for the remaining Support Period (as defined below) of the original Covered Hardware.

Section 3. Customer's Responsibilities

3.1 Designated Contact. During the Support Term, Customer will abide by the terms of the Support Plan purchased by Customer. Customers purchasing Satori Solutions support must contact Satori Solutions directly and may not be entitled to call software or hardware manufacturers directly.

3.2 Remote Privileges. Upon Satori Solutions' request, Customer will provide Satori Solutions remote access to Customer's computer systems as reasonably required for Satori Solutions to perform the Support Services and its other obligations hereunder.

3.3 Customer-Furnished Items. Except as otherwise set forth in this Agreement, Customer will provide all hardware, software, services and other items necessary to operate the Supported Software and Covered Hardware.

Section 4. Compensation

4.1 Support Fees. Unless otherwise agreed upon by the parties in writing, Customer will pay Satori Solutions the support fees for the Support Services as set forth in the then-current and applicable Satori Solutions price lists ("**Support Fees**"). A support period is any period of (a) either one (1) year, three (3) years or five (5) years during the Support Term beginning on the Commencement Date (as defined below) or any anniversary of the Commencement Date for the Supported Software or (b) either one (1) year, three (3) years or five (5) years during the Support Term beginning on the Commencement Date or any anniversary of the Commencement Date for the Covered Hardware (each, a "**Support Period**"). The Support Period for the Supported Software and, if applicable, the Covered Hardware will be set forth in the applicable Customer Order Form. Satori Solutions may increase the Support Fees effective as of the beginning of any Support Period provided that Satori Solutions has given Customer sixty (60) days' advance written notice of such increase. For any Supported Software or Covered Hardware accepted by Customer after the beginning of a Support Period for which Customer would like to receive Support Services, Customer shall pay Satori Solutions a prorated portion of the Support Fee for such Supported Software or Covered Hardware for the balance of the then-current Support Period (i.e., based upon the number of days from the date Customer receives such Supported Software or Covered Hardware to the end of the applicable Support Period divided by 365), determined in accordance with the then-current price for the Supported Software or Covered Hardware in effect on the date Customer receives such Supported Software or Covered Hardware. Satori Solutions shall issue an invoice for any such prorated Support Fee on or about the date Satori Solutions ships the applicable Supported Software or Covered Hardware.

4.2 Reinstatement Fees. If Customer discontinues Support Services for any Supported Software at any time for any reason, then Satori Solutions may agree, in its sole discretion, to reinstate any Support Services for the Supported Software only if all applicable Support Fees for the lapsed period including the current minimum Support Period is paid in full prior to any Support Services being made available. Satori Solutions also reserves the right to charge Customer a

reinstatement fee if Customer does not continuously maintain in effect Support Services for the Supported Software. If Customer discontinues Support Services for any Covered Hardware at any time for any reason, then the Support Services may not be reinstated. Satori Solutions will only provide Support Services for Covered Hardware if Customer has continuously maintained a Support Plan for the Covered Hardware from the date of its original purchase.

4.3 Payment. Approximately sixty (60) days prior to the commencement of each Support Period for the Supported Software and, if applicable, the Covered Hardware, Satori Solutions will issue an invoice for the Support Fees payable by Customer for such Support Period. Customer shall pay each of Satori Solutions' invoices within thirty (30) days after receipt. All Support Fees will be deemed earned when paid by Customer. Any amount not paid when due shall be subject to finance charges equal to one percent (1%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Further, Customer shall reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Satori Solutions to collect any amount that is not paid when due. Satori Solutions may accept any check or payment in any amount without prejudice to Satori Solutions' right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. All amounts payable under this Agreement are denominated in United States dollars, and Customer shall pay all such amounts in United States dollars.

4.4 Taxes. The fees and other amounts payable to Satori Solutions under this Agreement do not include sales, use, excise, VAT, GST or other applicable taxes. Customer shall pay or reimburse Satori Solutions for all such taxes.

Section 5. Support Term and Termination

5.1 Support Term. The Support Term will commence upon the date of the invoice from Satori Solutions for the Support Services ("**Commencement Date**") and will continue for an initial period of (a) either one (1) year; three (3) years or five (5) years for the Supported Software depending on the Support Period purchased by Customer as set forth in the applicable Customer Order Form or (b) either one (1) year or three (3) years or five (5) years for the Covered Hardware depending on the Support Period purchased by the Customer as set forth in the applicable Customer Order Form; provided, that the Support Period for the Covered Hardware will in no event exceed the Support Period for the Supported Software related to the Covered Hardware. Thereafter, if Satori Solutions receives payment from Customer for the Support Fees invoiced under Section 4.3 prior to the expiration of the then-current Support Period for the Supported Software and, if applicable, the Covered Hardware, then the Support Term will automatically renew for a successive Support Period, unless and until terminated in accordance with this Section 5; provided, that the Support Period for the Covered Hardware will in no event exceed the Support Period for the Supported Software related to the Covered Hardware. If Satori Solutions does not receive payment from Customer for the Support Fees invoiced under Section 4.3 prior to the expiration of the then-current Support Period for the Supported Software, then the Support Term for the Supported Software and, if applicable, the Covered Hardware will expire at the end of the then-current Support Period. If Satori Solutions does not receive payment from Customer for the Support Fees invoiced under Section 4.3 prior to the expiration of the then-current Support Period for the Covered Hardware, then the Support Term for the Covered Hardware will expire at the end of the then-current Support Period.

5.2 Termination For Convenience. Either party may terminate the Support Term for the Supported Software and, if applicable, the Covered Hardware effective as of the end of the applicable Support Period by giving the other party written notice of termination at least thirty (30) days prior to the end of such Support Period.

5.3 Termination for Material Breach. If either party commits a material breach of or default under this Agreement, then the other party may give the breaching party written notice of the breach or default (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default) and that the Support Term for the Supported Software and, if applicable, the Covered Hardware will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If the breaching party fails to cure the specified breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Support Term for the Supported Software and, if applicable, the Covered Hardware will terminate without any further notice or action by the terminating party.

5.4 Effect of Termination. Satori Solutions will not be obligated to provide any Support Services after the end of the Support Term for the Supported Software and, if applicable, the Covered Hardware. Under no circumstances will Satori Solutions be obligated to refund any Support Fees paid by Customer. Sections 4, 5, 6, 7 and 8 will survive any termination of the Support Term.

Section 6. Limitations of Liability

6.1 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default hereunder on account of, any delay or failure to perform as required by hereunder as a result of any cause or condition beyond such party's reasonable control (including, without limitation, any act or failure to act by the other party). This paragraph will not apply to any payment obligation of either party.

6.2 No Consequential Damages. IN NO EVENT WILL SATORI SOLUTIONS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE.

6.3 Limitation of Liability. SATORI SOLUTIONS' AGGREGATE LIABILITY WITH REGARD TO ANY SUPPORT SERVICES OR OTHER ITEMS FURNISHED HEREUNDER WILL IN NO EVENT EXCEED THE COMPENSATION PAID BY CUSTOMER TO SATORI SOLUTIONS FOR SUCH SUPPORT SERVICES OR OTHER ITEMS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Section 7. Disclaimer of Warranties. THIS IS A SERVICES AGREEMENT. EXCEPT AS SET FORTH IN SECTION 2.4, SATORI SOLUTIONS DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 8. Miscellaneous

8.1 Changes to Support Terms. Satori Solutions or its suppliers may at any time and from time to time modify and make changes to the Support Plan Descriptions, and each such modification or change will apply to Customer with respect to Support Services provided to Customer during any Support Period commencing after the effective date of the modification or change unless Customer terminates the Support Term pursuant to paragraph 5.2.

8.2 Performance by Authorized Representative.

Notwithstanding anything to the contrary in the Agreement, Satori Solutions may, in its sole discretion, cause an authorized representative to perform any of Satori Solutions' obligations under the Agreement.

8.3 Compliance with Laws. Customer will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction.

8.4 Independent Contractors. Each party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the parties or as imposing any partnership or agency obligations or liability upon either party. Further, neither party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

8.5 Non-Exclusive Relationship. This Agreement will not be interpreted or construed to prohibit or in any way restrict either party's right to license any software to or from third parties (including, but not limited to, software that is similar to the Supported Software) or to perform any services for any third party (including, but not limited to, any services that are comparable or similar to the Support Services).

8.6 Notices. Any notice or other communication hereunder given by either party to the other party will be deemed to be properly given if given in writing and delivered in person, sent via overnight courier or mailed via registered mail, properly addressed and stamped with the required postage, to the intended recipient at its address specified on Customer Order Form. Either party may from time to time change its address for purposes of this paragraph by giving the other party notice of the change in accordance with this paragraph.

8.7 Assignment. Customer shall not assign any of its rights hereunder directly, by operation of law or otherwise, without the prior written consent of Satori Solutions. Subject to the foregoing restriction on assignment by Customer, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

8.8 Nonwaiver. The failure of either party to insist upon or enforce performance by the other party of any provision of this Agreement, or to exercise any right or remedy under this Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right or remedy will be and remain in full force and effect.

8.9 No Additional Terms. Except as expressly permitted by this Agreement, neither party will be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) this is proffered by the other party in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless each party specifically agrees to such provision in writing.

8.10 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

8.11 Applicable Law and Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado, U.S.A., without reference to its choice of law principles to the contrary. Each party hereby consents to the jurisdiction of the state and federal courts located in Jefferson County, State of Colorado, U.S.A. with respect to any claim arising under or by reason of this Agreement. Customer will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement except in such courts.

8.12 Entire Agreement. This Agreement and the Customer Order Form constitute the entire agreement, and supersede any and all prior agreements, between Satori Solutions and Customer related to the subject matter hereof, except that the License Agreement shall not be affected by this Agreement. No amendment, modification or waiver of any of the provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.