

1. AGREEMENT: This Agreement is made in connection with the license to be granted to you by licensor of certain software and the provision by licensor of certain related implementation, integration, support and/or professional services in connection with the licensed software, all as further described in the software license agreement identified on page 1 ("License Agreement"). For business purposes only, you have requested that we finance licensed software ("Licensed Software") and services ("Services") identified in the License Agreement, and all as described on this Agreement, as it may be supplemented from time to time (collectively referred to as "Financed Items"). You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Financed Items ("Agreement") and which supersedes any order or invoice. You authorize us to correct or insert missing Financed Items identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If Support is not included in this Agreement, it will start on the date we pay the licensor and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. This Agreement may not be prepaid.

2. PAYMENTS, TAXES AND FEES: You will pay the Payments (as adjusted) when due. The base Payment and the Amount Financed may be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Financed Items cost; (2) if the shipping charges differ from the estimate given to you; and/or (3) if a down payment or deposit is deducted. You agree to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Financed Items or for its use or operation or upon this Agreement. At our option, we may discharge taxes, liens or other encumbrances at any time levied or placed on the Financed Items, and you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you a fee for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees and other charges paid under this Agreement.

3. SECURITY INTEREST: You grant us a security interest in the Licensed Software, the License Agreement, including without limitation, all your rights in the Licensed Software granted thereunder, all rights to payment under the License Agreement and all proceeds of the foregoing to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. LOSS OR DAMAGE: YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO SECTION 6 HEREIN, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. If the Licensed Software is destroyed, you will pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE FINANCED ITEMS OR THE LICENSE AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, including but not limited to the License Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, (e) any guarantor defaults under any guaranty for this Agreement, or (f) the License Agreement is terminated. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%, and in addition we shall have the right to cause the termination of all Financed Items. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Article 9 of the UCC and any other law, including requiring that you: (1) deliver the Licensed Software to us to a location we specify; and (2) immediately stop using any Licensed Software, regardless of whether you are in default of your obligations under the License Agreement. In such event you shall, at our option, deliver to us certification executed by your duly-authorized officer certifying that you have ceased your use of the Licensed Software. In the event you are entitled to transfer the right to use the Licensed Software to any third party, you hereby agree to transfer any such right to use the Licensed Software to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Licensed Software, you agree to pay the costs of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. FINANCED ITEMS: SOFTWARE, SERVICES, WARRANTY DISCLAIMERS: You have elected to finance the Financed Items, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services. Ownership of any Licensed Software shall remain with the licensor thereof and your rights with respect to such Licensed Software shall be governed by the License Agreement between you and the licensor, which shall not be affected by this Agreement. Any Services shall be performed by a service provider unrelated to us. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE YOUR OBLIGATIONS TO US. WE SHALL NOT BE LIABLE TO YOU, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN YOUR PAYMENTS, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY FINANCED ITEMS. You acknowledge and agree that your sole remedy in the event of (i) a breach of the License Agreement, (ii) a failure of the Financed Items to perform as warranted by licensor, or (iii) any other dispute or default under the License Agreement shall be against licensor or any supplier, and you shall have no right to withhold or refuse to make the payments required under this Agreement, even if the License Agreement provides for the possibility of offset, refund or suspension of payment, or the licenses granted under the License Agreement and/or Services provided thereunder have been revoked or otherwise terminated for any reason whatsoever. YOU AGREE THAT YOU HAVE SELECTED THE LICENSOR AND FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE LICENSED SOFTWARE. THE LICENSOR IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE LICENSOR, AND NOTHING THE LICENSOR STATES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE FINANCED ITEMS COVERED BY THE LICENSE AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.

8. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Licensed Software and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

9. USA PATRIOT ACT NOTICE; FAXED OR SCANNED DOCUMENTS; MISC.: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You agree to submit the original duly-signed documents via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our agents. These calls and messages may incur access fees from your provider.

10. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lender or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lender or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Financed Items, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

11. SUPPORT: You agree to pay the Payments under this Agreement and any supplements thereto, which may include charges for maintenance, warranty services, and any related services not identified in the License Agreement (collectively, the "Support") to be furnished by the supplier, who may or may not be the licensor, to you for use with the Financed Items. For Support, please refer to the terms and conditions of your agreement with the supplier. You agree that we are not a provider of the Support and you will look only to the supplier for the performance of the Support. You further agree that your obligations under this Agreement are unconditional, notwithstanding any breach by the supplier of any obligation to you to provide the Support.

12. COST ADJUSTMENTS: At the end of the first 12 months after the start of this Agreement, and once each successive 12-month period thereafter, the supplier may increase the Support portion of the Payments by up to a maximum of 15% of the then-existing charge.

13. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Financed Items, as shown on the first invoice. If Support is included, the payment for this transition period will be based on the base Support payment, prorated on a 30-day calendar month, and will be added to your first Payment.