

## INTERWRITE MEETING CENTER

### Business Exchange Professional

### License Agreement

This User Subscription Agreement ("Agreement") is by and between GTCO CalComp Inc., 7125 Riverwood Drive, Columbia, MD 21046 USA ("GTCO"), and the subscriber specified below ("Subscriber"). This Agreement is effective as of the date of the last below signature ("Effective Date") and is subject to the Terms and Conditions attached hereto.

The InterWrite Meeting Center is a monthly subscription service that gives you the power to communicate and collaborate using advanced web-based meeting capabilities and meet with up to four people (the host, plus three others). Hold as many meetings as often as you would like, with anyone, anywhere in your own virtual office. The license is referred to as a Business Exchange Professional license.

|  | Quantity               | Monthly Cost |          |
|--|------------------------|--------------|----------|
| Initial Term   | 12 Months              | \$50/Month   | \$600    |
| Other Service Terms:<br>_____  | _____ Months           | _____        |          |
| Total  |                        |              | \$ _____ |
| Other Terms: _____   |                        |              |          |
| Subsequent "Renewal Term(s)" shall be <u>  12  </u> months                           |                        |              |          |
| Anticipated Start Date: Within 2 Business Days from Effective Date of Agreement      |                        |              |          |
| <b>Additional Per Use Fees</b><br>(All per use fees are invoiced monthly in arrears) |                        |              |          |
| Type of Fee  | Unit                   | Fee Per Unit |          |
| Phone Charges – inbound Domestic only  | Per Minute/ Per Person | \$0.05       |          |
| Phone Charges – outbound Domestic only   | Per Minute/ Per Person | \$0.15       |          |
| Voice Over IP  | Per Minute/ Per Person | \$0.02       |          |
| Outbound International Phone Charges provided upon request.                          |                        | TBD          |          |
| Meeting Assist   | Per Meeting/Per Hour   | \$150        |          |

**Required** Subscriber information for creation of office: (Type or print clearly)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Requested Logon ID: \_\_\_\_\_ Email: : \_\_\_\_\_

Upon activation of your account, the subscriber will be assigned a password. This password should be changed by the subscriber for account security upon initial log in to the account.

**Business Exchange Professional Features:**

- Document Sharing (review any document with customers or colleagues)
- Presentation Sharing (give presentations to anyone with a web browser -- anywhere, any time)
- Application Sharing/Demo (demonstrate any application live to all participants)
- Application Sharing/Share Control (collaborate on any application, including spreadsheets and forms)
- Web Tour (guide participants through a tour of any web site)
- File Transfer (transfer files to another participant's desktop)
- Voice conferencing (Integrated Teleconferencing or Internet Conferencing; additional fees apply)
- Desktop Remote Control (obtain access to a customer's computer to provide requested technical assistance)
- Video Conferencing (personalize your meeting with video)
- A Hosted Virtual office with: File Folders, Address Book, Calendar and listing in a Business Directory

IN WITNESS WHEREOF, GTCO CalComp Inc and Subscriber have caused this Agreement to be entered into by their duly authorized representatives as of the "Effective Date which shall be the date last executed below:

|   |                                   |
|---|-----------------------------------|
| <b>GTCO CalComp Inc.</b>                              | <b>Subscriber: _____</b>          |
| By:   | Signature                         |
| Contact:  | Contact:                          |
| Title:  | Title:                            |
| Date:   | Date:                             |
| 14555 N 82 <sup>nd</sup> Street,                      | Address:                          |
| Scottsdale, AZ 85260 USA                              |                                   |
| Tel: 480-443-2264 Toll Free 800-458-5888 x2264        | Phone:                            |
| Fax: (480) 948-5508                                   | FAX:                              |
| Email: mnielsen@gtcocalcomp.com                       | Email:                            |
| <b>GTCO Contact Address</b>                           | <b>Subscriber Billing Address</b> |
| GTCO CalComp Inc.                                     | Company:                          |
| Attn: Markie Nielsen, Service Contracts               | Attn:                             |
| 14555 N 82 <sup>nd</sup> Street, Scottsdale, AZ 85260 | Address:                          |
| Tel: 480-443-2264 Toll Free 800-458-5888 x2264        | Tel:                              |
| Fax: (480) 948-5508                                   | Fax:                              |
|   | Email:                            |

## SUBSCRIPTION TERMS AND CONDITIONS

**1. Services Description.** InterWrite Meeting Center Subscribers may subscribe to Business Exchange Professional Licenses as specified on the first page of this Agreement ("Services"). GTCO may at its sole discretion, enhance and/or expand the features of the Services from time to time. If Subscriber wants to sign up for new services that are not a part of this Agreement, please contact your local GTCO sales representative. GTCO may, upon 30 days notice or at the end of the then-current (Initial or Renewal) Term, whichever is later, adjust the fees paid by Subscriber for the Services, provided that Subscriber shall have the option, within 15 days of receiving such notice from GTCO, to initiate a change in the quantity and type of Services by providing to GTCO a signed written amendment to this Agreement, or terminate this Agreement by providing written notice to GTCO.

These services are provided by GTCO with partner, Webex Communications, Inc. ("WebEx"). Any or all GTCO service obligations within this contract may be provided for GTCO by WebEx at GTCO's discretion.

**2. Services Selected.** Subscriber shall provide all user information reasonably necessary to enable GTCO to create a Business Exchange License for the Subscriber for access to the Services, pursuant to this Agreement ("Host"). During the Term of this Agreement, and for valuable consideration as stated herein, Subscriber may initiate an unlimited number of meetings using the Services, with a maximum of 4 attendees in any given meeting. "Attendees" in this case refers to the number of connected computers to the meeting. A physical conference room with multiple people is counted as a single attendee if there is only one computer connected to the web meeting from that conference room.

For the fees stated on the first page of this Agreement, Installation and Set-up, GTCO will use commercially reasonable efforts to provide the Services as follows:

a. Creation of an Business Exchange Professional Office on the Interwrite Meeting Center. GTCO will set-up an office for use by Subscriber at <http://interwrite.webex.com> (or other links pointing to these sites). The Interwrite Meeting Center is also available from GTCO CalComp's web site at <http://www.gtccalcomp.com/>.

b. Training. GTCO shall provide free online training to Host assigned by Subscriber in accordance with this Agreement. Host may register for training, by contacting GTCO Technical Support, after receipt of their login name and password.

**3. Per Use Services.** GTCO offers per use services that include inbound and outbound conference calling, the MeetingAssist Program. The conference calling service is charged for the number of minutes used in a month. MeetingAssist can be scheduled in advance providing support for all of Subscribers on-line meeting needs; this service is charged on an hourly basis.

**4. Payment** Payments for Service are due in advance of billed services via credit card unless Subscriber has an account in good standing with GTCO or is otherwise approved by GTCO.

Per Use Fees are Invoiced monthly in arrears for actual use, and are due within 30 days of invoice date. Any undisputed monthly payment not received when due will bear interest at the lower of 1.5% per month or the highest rate permitted by law. Additionally, GTCO is entitled to recover any sums expended in connection with the collection of undisputed sums not paid when due, including reasonable attorneys' fees.

Billing for Services occurs at the end of any promotional periods (specified under "Other Service Terms" on the first page of this agreement) and on the day of the month of the effective date, unless Subscriber cancels agreement 15 days prior to end of promotional term.

**5. Term.** The Initial Term of this Agreement will be for the number of months set forth on the first page of this Agreement from the Effective Date. Renewal Terms will initiate at the end of the preceding term and continue for the number of months set forth on the first page of this Agreement.

Subscriber may terminate this Agreement, without cause, at the end of any calendar month by providing the GTCO written notice of termination at least 15 days prior to the end of the month. Unused account balances will be credited to Subscriber, however such Service costs will be adjusted to remove any quantity discounts that may have been provided to subscriber as part of the agreement. GTCO may terminate this Agreement, without cause at the end of the term by providing Subscriber written notice of termination at least 60 days prior to the end of the term.

The following provisions will survive the expiration or termination of this Agreement: Sections 4 (as to amounts due and owing as of the Agreement's expiration or termination date), 5, 10, 11, 12, 13, and 14.

**6. Use of Company Name** Subscriber agrees that GTCO (or WebEx) may use Subscriber's name and logo

to identify Subscriber as a customer of GTCO on GTCO website, and as a part of a general list of GTCO customers for use and reference in GTCO corporate, promotional and marketing literature. Additionally, Subscriber agrees that GTCO may issue a press release identifying Subscriber as a GTCO customer and describing Subscriber's intended utilization and the benefits that Subscriber expects to receive from use of GTCO services. The content of any press release identifying Subscriber as a customer of GTCO will be subject to Subscriber's prior approval which will not be unreasonably withheld.

**7. Responsibility for Account Number/Password.**

Subscriber is responsible for all uses of Subscriber's Business Exchange Professional Office, whether or not authorized by Subscriber. Subscriber is responsible for maintaining the confidentiality of Subscriber's account number and passwords. Subscriber agrees to immediately notify GTCO of any unauthorized use of Subscriber's account of which Subscriber becomes aware.

**8. Privacy.** GTCO supports WebEx's privacy policies. WebEx's privacy statement may be found on WebEx's website: <http://www.webex.com/privacy> . Please consult it to learn WebEx's current practices with respect to Subscriber's information.

**9. Responsibility for Content of Communications on Subscriber's Account.**

Subscriber agrees that Subscriber is solely responsible for the content of all visual, written or audible communications using Subscriber's account. Subscriber agrees that Subscriber will not use Services to send unsolicited mass mailings outside Subscriber's company or organization. Subscriber further agrees not to use GTCO Services to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although neither GTCO nor WebEx is responsible for any such communications, WebEx may delete any such communications of which WebEx becomes aware, at any time without notice.

**10. Indemnification by GTCO and WebEx.**

GTCO and WebEx agrees to defend Subscriber and to pay any judgments, costs and expenses, or amounts paid in settlement to which GTCO AND WebEx agrees, which Subscriber may sustain as the result of any claim by a third party that the WebEx services by itself and in unmodified form infringes or misappropriates such third party's copyrights, trade secrets, or U.S. or Canadian

patents issued as of the Effective Date of this Agreement; provided that Subscriber provides WebEx with prompt written notice of such claims or threat of such claims and that WebEx is given full control and authority to investigate, defend and/or settle such claim. In the event of any claim that WebEx services infringe a third party's intellectual property rights, WebEx may, at its option, procure the rights to allow Subscriber to continue to use the affected WebEx service, modify the WebEx service so it is not infringing in which case Subscriber shall immediately cease using the infringing WebEx service, or terminate this Agreement and refund a pro-rata portion of any unused Subscription fees actually paid.

**11. Indemnification by Subscriber**

Subscriber agrees to indemnify, defend and hold harmless GTCO and WebEx, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Subscriber's use of GTCOWebEx's services, Subscriber's violation of this Agreement or Subscriber's infringement, or infringement by any other user of Subscriber's account, of any intellectual property or other right of any person or entity.

**12. Limited Warranty.**

SUBSCRIBER UNDERSTANDS AND AGREES THAT WEBEX'S SERVICES, AND ANY WEBEX SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." WEBEX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEX MAKES NO WARRANTY OR REPRESENTATION REGARDING WEBEX'S SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH WEBEX'S SERVICES OR WEBSITE, OR THAT WEBEX'S SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF WEBEX'S SERVICES AND WEBSITE ARE AT SUBSCRIBER'S SOLE RISK. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to Subscriber. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

**13. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GTCO, WEBEX, ITS SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL,

INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, OR RESULTING FROM, (I) THE USE OF OR INABILITY TO USE THE WEBEX SERVICES, WEBSITE, OR WEBEX SOFTWARE, OR (II) THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR (III) THE ACQUISITION OF ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH WEBEX'S SERVICES OR WEBSITE, OR (IV) MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH WEBEX'S SERVICES OR WEBSITE, (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, (VI) THE PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WEBEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WEBEX'S MAXIMUM CUMULATIVE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE SUBSCRIPTION SERVICES. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to Subscriber.

#### **14. General**

a. Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their respective obligation in whole to a successor in interest which results from the sale of all or substantially all of the assets of the assigning party, provided that either party may terminate this agreement upon 10 days notice, if the assignee can be reasonably considered a competitor of the non-assigning party. This Agreement will be governed by and construed in accordance with the

laws of the United States and the State of Maryland as applied to agreements entered into and to be performed entirely within Maryland between Maryland residents. The parties hereby submit to the jurisdiction of, and waive any venue objections against state and federal courts in Howard County, Maryland in any litigation arising out of the Agreement. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement, including all Attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

b. Neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, or the stability or availability of the internet, or portion thereof.

c. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

d. Other than using the Services for conferences or meetings in which Subscriber is an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between Subscriber and WebEx, Subscriber may not resell, distribute, make any commercial use of, use on a timeshare or service bureau basis, or use to operate a web-site or otherwise generate income from the Services.