Ironclad Computing and Consulting
Terms and Conditions Agreement

This Terms and Conditions Agreement (this "Agreement") is between Ironclad Computing and Consulting ("Ironclad"), a Texas corporate entity, and the person or entity designated as "Client" in a Service Level Agreement between such person and Ironclad ("Client").

Section 1   **Definitions**

As used throughout this order, the following definitions apply unless otherwise specifically stated:

1.1   "Excluded Services" means any effort, service, task, or assistance provided or supplied by Ironclad, including, without limitation, any design, delivery, support, engineering, installation, repair, maintenance, technical, consulting, or professional services, not set forth in a Service Level Agreement.

1.2   "Included Services" mean any service performed or provided as part of Client's Service Level Agreement.

1.3   "Work" means an Included Service, an Excluded Service, or both.

1.4   "Effective Date" means the date upon which the later of the Ironclad and the Client has signed the Service Level Agreement.

1.5   "Service Level Agreement" means one or more certain Service Level Agreements that Client and Ironclad may enter into from time to time, and that specifies, among other things, prices, the scope of services and Work to be provided by Ironclad to Client, and the term of any Included Services to be provided to Client.

Section 2   **Included Services and Excluded Services**

2.1   To request any Work, Client shall deliver a written request to Ironclad. If the written request is for an Excluded Service, Ironclad may, at its sole option, accept the written request and perform the Work.

2.2   Ironclad may enter into license agreements on Client's behalf for the use of hardware and software in conjunction with the Work, and the Client agrees to be bound by such license agreements, regardless of whether Client actually executes such license agreements or actually reviews such license agreements. Client shall at all times comply with any applicable copyright, patent and intellectual property laws, codes, rules and regulations. The Client acknowledges that, unless otherwise specified therein, all license agreements are non-exclusive and it shall not reverse engineer, copy, share, transmit, or modify any licensed intellectual property, or otherwise violate any such copyrights or licenses.

2.3   Ironclad and Client understand that this Agreement is ongoing, and, to the extent Client requests any Excluded Services and Ironclad accepts such Excluded Services, this Agreement will govern those Excluded Services and/or Ironclad may request that Client enter into a new or an Amended Service Level Agreement.

2.4   Upon Client's written acceptance of the Service Level Agreement, Ironclad shall provide all of the Included Services for Client during the term of the Agreement. In consideration for

Work completed by Ironclad, Client shall pay to Ironclad all fees as set forth in the Service Level Agreement.

Section 3 **Excluded Services**

3.1 Although not an exclusive list of Excluded Services, and without limiting the generality of the definition of Excluded Services, Included Services do not include:

3.1.1 Parts, equipment or software for Client's systems which are not covered by Ironclad warranty or support;

3.1.2 The cost of any software, licenses, renewals, or upgrade fees of any kind unless specified in the Service Level Agreement;

3.1.3 The cost of any OEM, vendor, or manufacturer support or incident fees of any kind;

3.1.4 Failure due to acts of God, terrorism, telecommunications failures, fire, casualty, flood, building modifications, power failures or other adverse environmental conditions or factors;

3.1.5 Service and repair made necessary by the alteration or modification of equipment other than that authorized by Ironclad, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Ironclad;

3.1.6 Maintenance of applications and software packages, whether acquired from Ironclad or any other source unless as specified in Service Level Agreement;

3.1.7 Programming (modification of software code) and software maintenance unless specified in a Service Level Agreement;

3.1.8 Training and instruction of any kind;

3.1.9 Replacement of parts on printers, screens or peripherals, scanners, cameras, cell phones, smart phones nor any other specialized accessory; or

3.1.10 Consumables or items designed to be expended or wear out, such as printer maintenance kits, toner, ink, batteries, or paper.

3.2 Client shall pay for all Excluded Services at the cost or rate which Ironclad may set forth from time-to-time. Client understands that Excluded Services may be quoted and billed separately from the Included Services. Ironclad is not obligated to provide a quote for such Excluded Services prior to performance or billing, but may do so as a courtesy to Client.

Section 4 **Limit of Liability**

4.1 Client acknowledges that absolute security against all information or computer related threats is not realistically achievable. Ironclad is not responsible for any breaches of security, or resulting loss, damage or liability.

4.2 In any event that any Work is carried out on Client's hardware, software, equipment, processes and systems for any reason (whether planned, accidental or caused by unknown or malicious means), Ironclad cannot be held liable for any loss, damage or liability resulting therefrom.

4.3 **UNLESS EXPLICITLY STATED IN THIS AGREEMENT, IRONCLAD HEREBY DISCLAIMS ALL WARRANTIES PROVIDED AT LAW OR IN EQUITY, INCLUDING (BUT NOT LIMITED TO) SUITABILITY, MERCHANTABILITY, GOOD AND WORKMANLIKE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NO**

WARRANTY EXISTS AS TO ANY OF THE WORK, THE MATERIALS, LABOR, HARDWARE, SOFTWARE, EQUIPMENT, PROCESSES, OR SYSTEMS PROVIDED UNDER THIS AGREEMENT. CLIENT WAIVES ALL CLAIMS FOR SPECIAL OR CONSEQUENTIAL DAMAGES AGAINST IRONCLAD.

4.4   Without limiting any other provision of this Section, Client acknowledges that any addition, alteration or reconfiguration of any hardware or software previously installed by Ironclad is at the Client's own risk, and that Ironclad has advised Client to seek competent assistance in any such addition, alteration or reconfiguration.

4.5   Client understands that any proposal, term sheet, letter of intent, or similar document is not binding on Ironclad, and that Ironclad disclaims any representations, promises, warranties, or guarantees made thereunder. Client further agrees and understands that any quote or proposal by Ironclad is only valid for thirty (30) days unless later set forth in a Service Level Agreement. Client represents that it has not relied upon any such proposal, term sheet, letter of intent, or other similar document in entering into this Agreement and the Service Level Agreement, that it has not relied upon any written or oral representation, warranty, promise, or guaranty not contained in this Agreement or the Service Level Agreement, and that it has made its own investigation into its technology requirements in making this Agreement.

Section 5   **Payment**

5.1   Client shall pay to Ironclad all amounts owed within thirty (30) days of receipt of an invoice from Ironclad. All payments must be made in United States Dollars. In addition to any other remedies under this Agreement, Ironclad shall charge Client, and Client agrees to pay, 10% interest on any amounts owed and unpaid after forty-five (45) days of receipt of an invoice from Ironclad. In addition to any other remedies under this Agreement, Ironclad shall charge, and Client agrees to pay, 20% interest on any amounts owed and unpaid after sixty (60) days of receipt of an invoice from Ironclad. Client agrees to pay to Ironclad the sum of $45.00 for all returned checks.

5.2   If Client increases the amount of the Included Services, Ironclad may increase the fees set forth in Service Level Agreement by issuing an Amended Service Level Agreement or require that Client execute a new Service Level Agreement, and may suspend performance of its services (in addition to any other remedy to which it may be entitled) or related Work if Client fails to pay the increased fees.

5.3   Ironclad reserves the right to require the Client to deliver a deposit to Ironclad prior to the initiation or acceptance of any Work.

Section 6   **Representations and Warranties**

6.1   Client makes the following representations and warranties: (i) that, if Client is not a natural person, that Client is in good standing to transact business in the State of Texas; (ii) that Client has the requisite authority to enter into this Agreement; (iii) that, if applicable, the person signing this Agreement on behalf of Client is duly authorized to enter into this Agreement; (iv) that, to the best of Client's knowledge, this Agreement, and any covenants, warranties or representations under it, will not cause Client or Ironclad to violate any law, code, ordinance or court order; (v) that nothing will prevent, restrict, or interfere with Ironclad's performance of the Work, or will damage or injure Ironclad, Ironclad's employees and subcontractors, or Ironclad's

equipment (including, but not limited to, construction defects, insect infestation, environmental hazards, fire code violations, mold, structural problems, or the existence of anything or anyone whatsoever that violates any law of the State of Texas or the United States); (vi) that this Agreement will not violate any other agreement to which Client is a party that would affect Ironclad's rights or remedies under this Agreement; (vii) that this Agreement will not result in the termination of any license, franchise, lease, permit or consent held by Client; (viii) that this Agreement will not conflict with or result in a breach of Client's Articles of Incorporation or Bylaws or any agreement or instrument to which Client is party or by which it or its property is bound; and (ix) that Client has not encumbered or otherwise granted a lien or security interest against any of the Collateral to any other person or entity.

Section 7　　**Default and Remedies**
7.1　　Ironclad will be in breach and default of this Agreement ("Event of Ironclad Default") if Ironclad fails to substantially perform the Work that it may agree to perform for Client as set forth by the Service Level Agreement. Upon the occurrence of an Event of Ironclad Default, Client shall have the right to send Ironclad notice of such default and Ironclad shall have fifteen (15) days from receipt of such notice to correct such default. If Ironclad fails to correct such default, Client may exercise any of the following remedies: (i) terminate this Agreement; (ii) receive a refund for sums paid for the Work which forms the basis of the Event of Ironclad Default; or (iii) enforce any rights or remedies at law. Subject to the foregoing, under no circumstance may Client withhold payment for Work which has been performed in a satisfactory manner because an Event of Ironclad Default may exist from separate Work.
7.2　　Client will be in breach and default of this Agreement ("Event of Client Default") if any of the following has occurred: (a) Client fails to perform each and every term, condition, and covenant under this Agreement; (b) any of the warranties and representations made in this Agreement by Client become false; or (c) Client prohibits or prevents Ironclad from completing any Work, or causes (either directly or indirectly) Ironclad to fail to complete such Work. Client shall immediately notify Ironclad of any Event of Client Default. Upon the occurrence of an Event of Client Default, Ironclad may send Client notice of such Event of Client Default and Client shall correct such Event of Client default within ten (10) days from the date such notice is sent. If Client fails to correct such Event of Client Default, Ironclad may elect to exercise any of the following remedies: (i) terminate this Agreement; (ii) cease performance of any of the Work; (iii) enforce its contractual security agreement hereunder; or (iv) enforce any rights or remedies under this Agreement, at law or in equity. These remedies are cumulative, and any exercise of such remedies does not constitute an election of remedies. If this Agreement is placed in the hands of an attorney for the purposes of collection or enforcement, Client shall pay to Ironclad any such attorney's fees and expenses. Client agrees that Client will be solely responsible for any damages, losses, liabilities, or other costs or expenses which may arise from, or relate to, Ironclad's ceasing performance of any Work as a result of an Event of Client Default.
7.3　　If any dispute arises out of this Agreement, the parties agree that, prior to the filing of any lawsuit, the parties shall promptly mediate the dispute in a good faith effort. The mediation will be conducted by a mediator agreed upon by Ironclad and the Client, but if both parties cannot agree, either party may petition a court of competent jurisdiction for appointment of a mediator. Both parties shall pay one half of the mediator's fees and expenses.

Section 8　　**Indemnity**

8.1   Client shall indemnify, defend and hold Ironclad harmless from any damages (including, but not limited to, consequential, punitive, or otherwise), strict liability, negligence, recklessness, malfeasance, costs, expenses, judgments, injuries, attorney's fees, penalties, and/or fees arising or resulting from an Event of Client Default, or by any act or omission of Client whatsoever (including, but not limited to, negligence, recklessness or malfeasance of Client). The provisions of this Paragraph survive the termination of this Agreement.

Section 9   Miscellaneous

9.1   Client shall use all software in compliance with applicable U.S. Copyright laws. Ironclad reserves the right to refuse to install or use unlicensed software. The Client represents and warrants that all software it uses, and all uses thereof, are in compliance with all relevant intellectual property laws.

9.2   Client hereby acknowledges and agrees that, from time to time, some or all of the Work may be done by independent subcontractors of Ironclad.

9.3   Time is of the essence as to all matters contained in this Agreement.

9.4   Any and all notices required to be given under this Agreement are void and of no effect unless such notice is in writing and is delivered to the party to whom such notice is directed, either in person or deposited in the United States mail, certified and return receipt requested, postage prepaid, and delivered to such party at that party's address set forth below. Any address may be changed by delivery of notice in accordance with these notice provisions.

9.5   This Agreement shall be interpreted, construed and governed according to the laws of the State of Texas. Venue hereof will be in Travis County, Texas for all purposes.

9.6   If any of the provisions in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof; and this Agreement will be construed as if such provision had never been contained herein. Whenever the context requires, the gender of all words used in this Agreement include the masculine, feminine, and neuter. This Agreement is binding upon and inures to the benefit of the successors and assigns of Ironclad. Client has no right to assign this Agreement. There are no third party beneficiaries of this Agreement.

9.7   This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings of written or oral agreements between the parties respecting the within subject matter. All Service Level Agreement(s) are hereby incorporated by reference.

Section 10   Limited Warranty

10.1   Subject to the terms and limitations contained in this Agreement, Ironclad warrants that the Covered Data will not suffer a Data Loss during the Term (the "Warranty"). If Client experiences such Data Loss of Covered Data, Ironclad will pay Client the lesser of: (a) the cost to recreate such Covered Data; or (b) the fair market value of such Covered Data. For the Warranty to apply, Client must notify Ironclad of a Data Loss within thirty (30) days of such Data Loss.

10.2   "Covered Data" means all computer files, unless excluded below, which Client has saved in Client's partition, directory, or portion of Ironclad's servers during the Term. "Data Loss"

means an irreversible and unrecoverable deletion or loss of Covered Data due to Ironclad's own negligence or intentional misconduct.

10.3   The Warranty does not cover or include files, drivers, programs, software, or data (whether or not it is Covered Data) that is: (a) pirated, or otherwise infringes on the copyright of a third party; (b) inaccessible due to compatibility issues; (c) inaccessible due to power or connection failures; (d) not stored on Ironclad's own servers; (e) in excess of Client's storage allotment, or in violation of any reasonable protocols which Ironclad may establish for server usage and configuration; (f) recoverable, whether on Ironclad's computers and servers, Client's computers and servers, or a third party's computers and servers; or (g) deleted by Client.

10.4   The Warranty does not cover any Data Loss (or any other loss of Covered Data) that: (a) is due to Client's or any third party's negligence or intentional misconduct; (b) is due to the failure or corruption of Client's hardware; (c) is due to hurricane, typhoon, earthquake, nuclear risk or disaster, radiation, war or similar hostilities, acts of foreign enemies, civil war, civil commotion, terrorism, or the actions of any government or public legal authority; (d) occurs when Client is in default under any agreement between Client and Ironclad; (e) is due to Client's deletion of such data; (f) is due to errors in transmitting, copying, or storing such data onto Ironclad's servers; (g) occurs outside the term of this Agreement or the Service Level Agreement; or (h) occurs for any reason other than Ironclad's negligence or intentional misconduct.

10.5   The Warranty is void if any of the following occur: (a) Client is in default under this Agreement; (b) Client has failed to make any payment within thirty (30) days of an invoice issued by Ironclad; (c) Client fails to notify Ironclad of a Data Loss within 30 days of the occurrence of such loss; (d) this Agreement is terminated; (e) Client violates any reasonable protocols or limits on storage space, bandwidth, processor and memory usage as Ironclad has set forth; or (f) Client or any third party has modified, disabled, reinstalled, added, or tampered with any equipment, software, settings, drivers, programs, servers, connections, or processes related to the operation, backup, communication, or recovery of Ironclad's servers, computers, communications systems, or backup systems.