



Networking Infrastructure Solutions
Business Process and Integration
Information Worker Solutions
ISV/Software Solutions

Confidential for Reference Use only – IDS 7/2008

GENERAL TERMS AND CONDITIONS FOR USE OF THE DEDICATED WEB BASED HOSTING SERVICES

Client acknowledges the following terms and conditions governing Client use of the Client dedicated server for hosting emergency services software and related services provided by Integrated Digital Services, the provided services (the "Online Services") and the data available therein ("Data"): This Agreement takes effect when Client first uses the Hosting Services.

Restrictions of Use

Client is granted a nonexclusive, nontransferable, limited license to access and use the Online Services made available to Client. This license includes the right to electronically store and retrieve Data using the Online Services and to provide access to no more than the authorized and licensed persons at a time. Client is responsible for the use of Client account and the secrecy of Client issued passwords. In addition, Client is deemed to be logging onto the system (i.e. the authorized person for that account) when an account is logged on by using the correct account ID and password. Client must also notify Integrated Digital Systems ("IDSS") immediately if someone leaves Client or if Client finds someone else is using a Client ID. IDSS will change or delete Client specific user authorization for Client, for a nominal fee, if this is the case. Client must also cooperate with IDSS and the authorities concerning any legal action taken arising from the misuse of Client account by Client employees or any third party given access by a Client employee.

Except as specifically restricted Client is authorized to download, store, reproduce, transmit, display, copy, distribute, or use all Data stored or retrieved from the Online Services. All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services belong to IDSS. Client acquires no proprietary interest in the Online Services or properties thereof except those rights established by the purchase of the software to be hosted and Online Services to be provided in accessing said software.

Limitations of Use



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Only employees authorized by the Client organization may access and use the Online Services. Client is entirely responsible for the content of Client document vault. Client may not make available / upload files that contain a virus or corrupted data, act, or fail to act, in Client use of the data vault, in a manner that is contrary to applicable law or regulation.

Client employees may not use a password and identification to access the Online Services of anyone else other than the individual for which it was issued.

Client is solely responsible for the content of all data Client stores or retrieves from, or attempts to store or retrieves from the Client Hosting site. Client use of the Service is subject to all applicable local, state, national and international laws and regulations. Client will: (a) not use the Service for any illegal purposes; (b) not use the Service to store, retrieve, transmit or view any file, data, image or program that contains: (i) any illegal pictures, Data or information; (ii) any harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; (iv) any code or material that violates the intellectual property rights of others; (v) any Windows temporary files of any kind (including, without limitation, any *.p or ~*. * files); or (vi) any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features; (c) comply with United States and other applicable law regarding the exportation and re-exportation of any data or other Data from the United States or other jurisdictions through the Service; (d) not use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which Client access and use the Service; (e) comply with all regulations, policies and procedures of networks through which Client access and use the Service; and (f) not access or attempt to access any Service account for which Client have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account

Limited Warranty

The IDSS, provider of the Online Services represents and warrants that it has the right and authority to make the Online Services available pursuant to these General Terms and Conditions.

Limitation of Liability

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To the extent IDSS does not have complete and absolute control IDSS shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions as a result of providing Online Services, (b) the unavailability or interruption of the Online Services or any features thereof beyond the control of IDSS, (c) Client use of the Online Services (regardless of whether Client received any assistance in using the Online Services), or (d) any delay or failure in performance beyond the reasonable control of IDSS.

IDSS does not accept any responsibility whatsoever for anything posted on the site (except for the quality of those Data posted by an IDSS employee) and Client agrees by using the site that IDSS will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages or losses which are incurred in connection with the use of the Online Services, and Client hereby waives any claims with respect thereto, whether based on contractual, tort or other grounds and Client agrees to indemnify IDSS and hold IDSS harmless from and against any and all reasonable claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable legal defense and other legal costs) incurred as a result of the actions of Client or its Employees, or Agents in connection with the use of the Online Services.

Client agrees to indemnify IDSS from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims based upon or relating to the hosting of Client Data, including any claim of libel, defamation, violation of rights of privacy or publicity, loss of service, non-supply, fraud, infringement of intellectual property or other rights or other claims whatsoever.

IDSS will notify Client promptly of any claim for which IDSS seeks indemnification at the currently supplied address. IDSS will afford Client the opportunity to participate in the defense of such claim, provided that Client's participation will not be conducted in a manner prejudicial to IDSS' interests, as reasonably determined by IDSS and/or their legal representatives.

THE AGGREGATE LIABILITY OF IDSS IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES SHALL NOT EXCEED THE AMOUNT OF CLIENT ACTUAL HOSTING FEES PAID. CLIENT RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CLIENT MAY HAVE AGAINST IDSS.



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IDSS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, OR THE FAILURE OF IDSS TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

Security of Stored Data and Files

IDSS will endeavor to take every reasonable and available step to restrict access to the Data made accessible to Client through Online Services providing at a minimum the security features that have been selected and agreed upon between IDSS and Client. Client may store or retrieve Data from the Hosted Site by providing to Client Employees accessing such Data and files use of a Client ID and Password. IDSS will endeavor to make every reasonable effort to maintain an uninterrupted and error-free, and secure service, however IDSS makes no representations or warranties regarding the services provided by them and do not warrant that use of Online Services will be uninterrupted or error-free. IDSS will endeavor to make every reasonable effort to maintain and safeguard Client data on its system however IDSS accepts no responsibility for any loss or damage to data or the loss thereof.

IDSS expressly disclaims all implied warranties, including without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security or accuracy.

Client use of IDSS Online Services is at Client's own risk. Client accepts full responsibility for such use and the risk of any loss resulting from Client Employees use of the system and the content of Data Hosted.

Miscellaneous

IDSS may suspend or discontinue providing the Online Services to Client without notice and pursue any other remedy legally available to it if Client fails to comply with any of its obligations hereunder.

Except as otherwise provided herein, all notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly



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given on the date deposited in the U.S. mails, if mailed; on the date received, if delivered in any other manner.

The failure of IDSS to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

These General Terms and Conditions and any Additional Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Payment of Fees

Client agrees to pay all invoices for Client use of Online Services at the prices quoted in IDSS proposal, as negotiated, and effect at the date service begins.

Services are billed monthly and due 30 days from date of invoice. Where payment is not made within 30 days of due date, Client account may be suspended or terminated at IDSS' discretion. Client agrees to pay a late payment charge on all amounts due but unpaid for thirty (30) days after being billed at 1.5% per month or part thereof.