



Core Business Solutions, Inc.
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DocBase Direct® Terms and Conditions

The following Terms and Conditions relate to the Services Agreement entered into between Core Business Solutions, Inc. ("Core") and the Customer identified therein ("Customer"). These Terms and Conditions, together with the Services Agreement (sometimes collectively referred to herein as the "Agreement"), govern the Customer's use of the "DocBase Direct" Service developed and provided by Core (as described on Core's website found at <http://www.thecoresolution.com>) and accessible through the internet at <http://www.docbasedirect.com> (the "Website") and any upgrades or new releases of DocBase Direct, together with any related documentation, whether in written or electronic form (the "Service").

1. License & Restrictions. Subject to the restrictions and limitations set forth in the Service Agreement and these Terms and Conditions, Core hereby grants Customer a non-exclusive, non-transferable right during the term of this Agreement to access through the Website and use the Service, only by employees or agents of Customer for whom Customer has established a user account by assigning a user name and password for such employee or agent to access the Service (each such employee, a "User"). All rights not expressly granted to Customer are reserved by Core.

Customer shall not knowingly: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; or (iii) decompile, reverse engineer or disassemble the Service for any reason. User accounts shall not be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

Customer may use the Service only for its internal business purposes and shall not: (i) store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material on the Service; (ii) store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs on the Service; (iii) interrupt, interfere with or disrupt the integrity or performance of the Service or the data contained therein or of Core's Website; or (iv) attempt to gain unauthorized access to the Service.

2. Training. Core shall provide initial training to Users for use of the Service as set forth in the Services Agreement and additional training as may be requested by Customer at the rates then in effect for such services.

3. Technical & Customer Support. Core shall provide reasonable online or e-mail support concerning the Service for Users between 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday, excluding federal holidays. E-mail or online requests for support received prior to 5:00 p.m., Eastern Time, on a business day will be responded to by Core no later than 5:00 p.m. Eastern Time on the following business day. Core shall provide such additional customer

support as may be described in the Services Agreement at the rates set forth therein.

4. Customer Responsibilities. Customer is responsible for all activity occurring under its User accounts and shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with its use of the Service, including those related to data privacy and the transmission of technical or personal data. Customer shall maintain the security and confidentiality of all user names and passwords assigned to Users and shall notify Core immediately of any unauthorized use of any user name, password or account or any other known or suspected breach of security. Core shall not be responsible for any unauthorized access to the Service obtained through the use or misuse of otherwise valid user names and passwords.

5. Customer Data. Core does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness and intellectual property ownership or right to use and all maintenance and protection of all Customer Data. Core shall not be responsible or liable for any deletion, correction, destruction, damage, loss or failure to store any Customer Data except as provided in Section 7 of these Terms and Conditions.

6. Service Availability. The Service will be available 99.9% of the time each calendar month, excluding scheduled downtime to perform system maintenance ("Scheduled Downtime"). Core will provide at least 24 hours prior notice of all Scheduled Downtime by e-mail or posting a notice on the Website. If unplanned, emergency maintenance is required, Core will use its best efforts to provide advance notice by e-mail or message board of the maintenance action and time frame required. In the event that, as a direct result of Core's actions or inactions, the Service is actually unusable by any User for a period of 12 consecutive hours or more, Core shall waive all User fees for the month in which the failure occurred. Core shall have no liability and shall not be required to waive any fees for any failure to provide the Service: (a) during Scheduled Downtime; (b) resulting from an event that causes Core to be unable to fulfill its obligations to Customer because of flood, extreme weather, fire or other natural calamity, acts of governmental agencies, war, acts of terrorism; (c) caused directly or indirectly by the acts or omissions of Customer, its employees or by unauthorized users of Customer's equipment. THIS PARAGRAPH STATES CORE'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO MAINTAINING ANY PERFORMANCE OR SERVICE AVAILABILITY STANDARD.

7. Backup Services. Core will, on a daily basis, make a complete Backup of all Customer Data stored on the Service. Customer may request that Core restore a lost file from a Backup by contacting Core's customer support (this does not include individual AutoForm data that was accidentally lost due to a Customer error). If a file is lost subsequent to the prior Backup, the file will not have been saved and may not be

available to be restored by Core. If so provided in the Services Agreement, Core shall also deliver to Customer a CD copy of Customer Data under the terms set forth in the Services Agreement.

8. Privacy & Security; Confidentiality. Core's privacy and security policies may be viewed on its website at http://www.thecoresolution.com/privacy_policy.html. Core reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Each of Core and Customer acknowledge that in the course of meeting their respective obligations under this Agreement, each party may come into possession of certain confidential or proprietary information of the other party, including Customer Data and, with respect to Core, all source code, software and documentation related to the Service and any related system design, data base design, trade secrets and technology (the "Core Technology") and that all such information is confidential. Each party agrees to maintain the confidentiality of such information and not to disclose or permit the disclosure of such information or otherwise use such information for any purpose other than the performance of its obligations under this Agreement. Core may identify Customer in a customer list published on its website and in certain other promotional materials.

9. Intellectual Property Ownership. Core alone shall own all right, title and interest, including all related intellectual property rights, in and to the Core Technology and the Service, including any enhancement requests, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement does not convey to Customer any rights of ownership in or related to the Service, the Core Technology or any intellectual property rights owned by Core. The Core name, logo, and the product names and logos associated with the Service are trademarks of Core, and no right or license is granted to use them.

10. Charges and Payment of Fees. Customer shall pay all fees or charges identified on the Services Agreement as and when due. Core reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by e-mail. All pricing terms are confidential, and Customer agrees not to disclose them to any third party. Core's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Core's income.

Core is an independent contractor of Customer. Nothing in this Agreement shall be construed so as to require Customer to pay any tax that would be due under an employer-employee relationship.

In addition to any other rights granted to Core herein, or available to it under applicable law, Core reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer fails to pay any fees or charges when due. Any late payments are subject to interest of 1.5% per month on the outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of

collection. Customer will continue to be charged for all User accounts during any period of suspension.

11. Term and Termination. This Agreement commences on the date of the Services Agreement and, unless otherwise provided in the Services Agreement, shall automatically continue on a month-to-month basis unless cancelled upon 30 days prior written notice or as otherwise provided in this Agreement. Either party may terminate this Agreement upon 30 days prior written notice. In the event this Agreement is terminated (other than by reason of Customer's breach), Core will deliver to Customer a file of the Customer Data within 30 days of receipt of final payment following termination if Customer so requests at the time of termination. Customer agrees and acknowledges that Core has no obligation to retain the Customer Data, and will permanently delete such Customer Data, 30 days of receipt of final payment following termination.

Core, in its sole discretion, may, immediately and without notice to Customer, terminate Customer's passwords, accounts or use of the Service if Customer breaches or otherwise fails to comply with this Agreement. Customer agrees and acknowledges that Core has no obligation to retain the Customer Data, and may delete the Customer Data if Customer has breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days notice of such breach.

All rights and obligations under the Services Agreement and these Terms and Conditions with respect to restrictions on the use of products and services, protection of intellectual property rights, payment of fees, confidentiality and indemnification shall survive the expiration or termination of this Agreement.

12. Indemnification. Customer shall indemnify and hold Core, its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Customer's use of the Service. Core warrants that it owns or has all necessary rights in all intellectual property necessary to grant Customer the right to use the Service and shall indemnify and hold Customer, its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the date of the Services Agreement, or a trademark of a third party, provided that Customer promptly gives written notice of the claim to Core and cooperates fully with Core in the defense of such claim. If such a claim is made, Core shall, at its option, either (i) secure for Customer the right to continue to use the Service, or (ii) modify or replace the Service so it is non-infringing, but continues to provide the functionality for which Customer contracted. If Core is unable to do either of the foregoing after reasonable effort, Core may refund a pro-rata portion of the fees paid for the infringing material. Core shall have no indemnification obligation, and Customer shall indemnify Core pursuant to this Agreement, for claims arising from any infringement resulting from the combination of the Service with any of Customer's products, service, hardware or business process(es). THIS PARAGRAPH STATES CORE'S ENTIRE OBLIGATION WITH RESPECT TO MATTERS OF TITLE OR ANY CLAIM OF INFRINGEMENT THEREOF.

13. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CORE MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICE OR OTHER PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND DOES NOT WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY CORE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. Limitation of Liability. IN NO EVENT SHALL CORE'S AGGREGATE LIABILITY TO CUSTOMER (WHETHER BASED ON TORT, CONTRACT OR ANY OTHER THEORY), OTHER THAN CLAIMS BASED UPON THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CORE, EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL CORE BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT, EVEN IF CORE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Export Restrictions. This Agreement is expressly made subject to any laws, regulations, codes or other restrictions on the export of the Service from the United States, which may be imposed from time to time by the U.S. government. Customer agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. Customer acknowledges that Core may restrict any use of the Service that it deems to be in violation of U.S. export restrictions.

16. Notice. Core may give any notice or other communication required or permitted to be given under this Agreement by means of electronic e-mail to Customer's e-mail address on

record in Core's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Core's account information. Such notice shall be deemed to have been given upon receipt by Customer. Customer may give notice to Core, which shall be deemed to be given when received by Core, at any time by letter sent by confirmed facsimile to Core at the following address: Core Business Solutions, Inc., 23 Baylor Blvd., Lewisburg, PA 17837, Fax: 1-866-226-7435.

17. Modification to Terms. Core reserves the right to modify these Terms and Conditions or its policies relating to the Service at any time. Customer acknowledges that it may be required to accept such changes prior to its continued use of the Service.

18. General. This Agreement shall be governed by Pennsylvania law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Union County, PA. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of Core to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Core in writing. These Terms and Conditions, together with the Service Agreement, comprise the entire agreement between Customer and Core regarding DocBase Direct and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Both parties agree that any and all documents related to this Agreement may be signed electronically under and in accord with applicable state and federal laws authorizing electronic signature of documents. This Agreement may not be assigned by Customer without the prior written approval by Core.