

1. PAYMENT. Client shall pay Taylor Communications, Inc. ("Taylor Communications") for the Software Support within thirty (30) days from date of invoice reflecting the Software Support Charges as set forth in this Agreement together with all federal, state or local sales or use taxes.

2. ACCESS. Client shall permit Taylor Communications' personnel to have access to review the Software in order to perform the Software Support during a mutually agreed upon time within the Normal Support Hours or Extended Support Hours as selected by the Client within this Agreement. Client agrees that Taylor Communications may provide Software Support through the use of off-site wide area network or Internet access and agrees to use its best efforts to facilitate the provision of the Software Support services by Taylor Communications by such method.

3. SECURITY. Client shall establish and control security on any System that will be remotely accessed by Taylor Communications.

4. NON-AUTHORIZED CHANGES. Client shall not perform or permit to be performed changes to the Software or its configuration by any person that has not successfully completed Taylor Communications' Software Configuration Training unless those changes have been authorized by Taylor Communications.

5. SYSTEM MAINTENANCE AND BACKUPS. Client shall maintain at all times a Taylor Communications approved operating system and the current Primary Level for the Software. Client shall also maintain at all times backups of the operating system, Software, data, configurations and setups.

6. SOFTWARE PROBLEM REPORTING. If Client suspects that a defect exists in the Software, Client shall notify Taylor Communications of its suspicions. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence.

7. SOFTWARE VIRUS PROTECTION. While Taylor Communications uses reasonable methods to ensure that software viruses are not present on its systems used to support the Client, the Client is responsible to install virus protection on the System and manage that virus protection software to its best advantage.

8. DELIVERABLES WARRANTY. (1) Taylor Communications represents and warrants to Client that during the first thirty (30) days from its performance of any Professional Services, any Deliverable received by Client from Taylor Communications will substantially conform to any specifications documented by Client for the Deliverable (the "Deliverables Warranty"). Taylor Communications shall replace or repair any Deliverable that does not conform to the Deliverables Warranty. This shall be Taylor Communications' entire liability to Client and Client's exclusive remedy if any Deliverables do not conform to the Deliverables Warranty.

(2) Taylor Communications does not represent or warrant to Client that the Deliverables or LSP will be uninterrupted or error-free.

9. TERM AND TERMINATION. TERM. Software Support and Included Professional Services shall be provided for an initial term of twelve (12) months (the "Initial Term") beginning on the Effective Date and ending on the Renewal Date as shown on the Renewal Notice. Thereafter, this Agreement shall automatically be renewed for successive periods of one (1) year (the "Renewal Term(s)") unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term that the Agreement shall not be renewed. Taylor Communications may increase the fee for each Renewal Term by an amount which will not exceed four percent (4%) of the Support fee paid by Client for the immediately prior Initial Term or Renewal Term. **TERMINATION.** This Agreement will terminate prior to its expiration date upon the occurrence of any of the following events: (a) Either party may terminate this Agreement with ninety (90) days written notice to the other party; (b) At Taylor Communications' option, if the System, by design, is incapable of executing the most current Service Pack, Point Release or Version Release of the Software; (c) If any proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction is filed by or against either party; (d) If either party defaults in the performance of any of its obligations under this Agreement, provided (i) the non-defaulting party gives the defaulting party a written default notice which shall specify the default, the action necessary to cure the default and the cure period within which the defaulting party must cure the default, which cure period shall not be less than ten (10) days for a payment default, and twenty (20) days for a non-payment default, and (ii) the defaulting party does not cure the default to the reasonable satisfaction of the non-defaulting party within the applicable cure period.

10. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE DELIVERABLES WARRANTY, TAYLOR COMMUNICATIONS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUPPORT SERVICES AND PROFESSIONAL SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES AND EACH PARTY'S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES AND COMPENSATION DUE HEREUNDER FOR THE TWELVE (12) MONTHS PRIOR TO THE LIABILITY UPON WHICH A CLAIM IS BASED.

12. FORCE MAJEURE. Except for payment obligations, neither party shall be liable for delays in or failure to perform their respective obligations due to acts of the other party, acts of God, acts of civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fluctuations or unavailability of telecommunications equipment or any other causes beyond their reasonable control.

13. INTEGRATION, ASSIGNMENT AND WAIVER. All proposals, negotiations and representations between the Parties regarding support of the Software are merged into this Agreement. This Agreement may not be amended except by a written agreement signed by both Parties. Neither party may assign this Agreement or any of their respective rights and obligations under this Agreement. Taylor Communications may delegate to third parties the performance of the Support without Client's prior written approval. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Waiver of any term or condition of this Agreement must be in writing and shall not be construed to be a waiver of any other term or condition. Any waiver of any term or condition of this Agreement shall not be deemed a waiver of a subsequent breach of the same term or condition in this Agreement. The failure or delay of either party to enforce any of its rights under this Agreement shall not constitute a waiver of such rights, any other rights or any future rights under this Agreement.

14. JURY TRIAL WAIVER. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.

15. GOVERNING LAW, LIMITATIONS OF ACTION AND SEVERABILITY. This Agreement shall be governed by the laws of the State of Minnesota without giving effect to the conflicts of law principles of the State of Minnesota. The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision contained in this Agreement. Neither Client nor Taylor Communications may bring an action, regardless of form, arising out of this Agreement more than two (2) years after the action has arisen. If any term or condition in this Agreement shall be held to be illegal, inoperative or unenforceable, the remaining terms and conditions in this Agreement will continue to be enforced as if the invalid term or condition was omitted.