COMPUTER SOFTWARE SUPPORT AGREEMENT

SPILLMAN COPY

This Support Agreement ("this Agreement") is made and entered into this 27 day of August 1999, by and between:

SPILLMAN TECHNOLOGIES, INC. ("Spillman")
810 SOUTH 100 WEST
LOGAN, UTAH 84321
(435)753-1610

AND

Gila County Sheriff's Office("Customer")
1400 East Ash Street
Globe, Arizona 85501
(520)425-3231

WITNESSETH:

WHEREAS, Spillman and Customer entered into that certain Computer Software License Agreement dated August 27, 1999 (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program") on certain terms and conditions;

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 **"Purchase Agreement."** A Spillman order form identifying software modules purchased by Customer from Spillman which has been signed and accepted by Customer and has been accepted by Spillman.

1.2 **"Licensed Program."** The computer software known as SPILLMAN Public Safety Software® which was developed by Spillman as identified in one or more Purchase Agreements and which is the subject of the License Agreement. This specifically excludes computer software not developed by Spillman which might be used in conjunction with the SPILLMAN Public Safety Software, such as word processors, spreadsheets, terminal emulators, etc.

1.3 **"Agreement Term."** An initial period of fifteen (15) months commencing on the date the Spillman Purchase Agreement is signed. Thereafter, the Agreement Term shall automatically renew for successive periods of one year each unless and until terminated pursuant to Section 9 hereof. In no event, however, shall the Agreement Term extend beyond the prescribed term of the License Agreement.

1.4 **"Error."** Any failure of the Licensed Program to conform in all material respects to the documentation for the Licensed Program published from time to time by Spillman. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Spillman, or not authorized to be so combined or merged by Spillman, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightening, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.

1.5 **"Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Not covered under Error Correction is the responsibility for data file damage due to software or hardware malfunction.

1.6 **"Enhancement."** Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Spillman as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.

1.7 **"Coverage Hours."**

Monday through Friday 8:00 A.M to 5:00 P.M. Mountain Time excluding holidays
OR
~~Twenty-four hours a day, seven days a week including holidays~~

1.8 **"Response Time."** Within Six (6) hours of the Coverage Hours from the time that Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.9 **"Releases."** New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 **"Spillman Application Administrator."** An agent of Customer with sufficient training and/or experience with The Licensed Program to communicate effectively with Spillman Support personnel.

1.11 **"Support Fee."** The fee amount the Customer pays annually for services described herein.

Section 2

ELIGIBILITY FOR SUPPORT

To be eligible for support for the Licensed Program, Customer must meet the following requirements. Customer agrees that the obligation of Spillman to continue to provide Services with respect to the Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met.

A. Customer must have a valid Computer Software License Agreement for the Licensed Program;

B. Customer must have a Spillman-certified Spillman Application Administrator

C. The Licensed Program must be operated on a hardware platform approved by Spillman.

D. Customer must be in compliance with any and all payments due Spillman.

Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the

Spillman Application Administrator does not have the training or experience necessary to communicate effectively with the Spillman support personnel.

Section 3

SCOPE OF SERVICES

3.1 During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in Spillman's current Fee Schedule:

a. Spillman shall maintain a program control center capable of receiving by telephone any Spillman Application Administrator reports of software irregularities.

b. Spillman shall maintain a telephone hot line that allows the Spillman Application Administrator to report system problems and seek assistance in use of the Licensed Program.

c. Spillman shall maintain a trained staff capable of rendering the services set forth in this Agreement.

d. Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Spillman shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days.

e. Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

f. Subject to space availability and training fees, Customer may enroll its employees in Spillman's training classes, held at Spillman's facility in Logan, Utah, for regular or advanced training.

g. Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Spillman and Customer.

h. Spillman software support, although primarily intended for Spillman application software, also extends limited support for all operating systems where Spillman has an agreement with the supplier. However, Customer must be aware of the following facts for limited operating system support:

1. In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have. In these cases, Spillman recommends that they work directly with the hardware vendor on these matters. Spillman will still be available to provide assistance whenever needed.

2. Spillman is forced to work with the company that developed the operating system. If that company fails to provide quality support, Spillman will not be able to provide quality support to our customers. Also, if the company charges Spillman for their support, customer will be billed for these charges.

3. Some operating system problems can only be solved on-site. If and when this situation occurs, Spillman personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the Spillman fee schedule for travel expenses and comprehensive per diem.

4. In the event that a bug is identified in the operating system, Spillman will immediately report the problem directly to the provider. However, we will be required to accept their schedule for fixing the problem.

5. If enhancement requests are made to Spillman for changes to the operating system, Spillman will pass them along to the provider. Spillman can make no commitments as to when, or if, the enhancements will be included in future releases.

6. Spillman will provide assistance with operating system upgrades but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.

7. Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with Spillman software support.

8. Spillman must approve all operating system upgrades in advance to verify that the upgrade is necessary and compatible with the Spillman software.

3.2 The following items are specifically <u>not</u> covered by this agreement:

a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.

b. Any problems caused by hardware failure.

c. Any work required to restore or recover data files and/or the operating system.

d. Any problem caused by an operator.

e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.

f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by Spillman.

g. Problems with, or caused by <u>any</u> hardware or third party software not supported by Spillman, including, but not limited to, Imaging, Fingerprinting (i.e. DBI, Identix), SNA, high availability, X-stations, word processors (i.e. WordPerfect, Lytix, Crystal Writer), terminal emulators, etc.

h. Any network failures or problems including, but not limited to cabling, communication lines, routers, connectors, and network software.

i. Printers connected off the back of terminals/personal computers (pass through printing) or network printers are not supported by Spillman.

Spillman strongly recommends that Customer obtains a support agreement with the third party vendors for the items listed in Section 3.2. Upon request, Spillman will provide on-site support at Spillman's current rate per hour plus travel expenses and

per-diem.

Section 4

OBLIGATION OF CUSTOMER

4.1 Customer shall provide access to its facilities in connection with the performance of Spillman of its obligations hereunder. No charge shall be made for such access. It is agreed that prior notification will be given when access is required.

4.2 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which a Problem in the Licensed Program became apparent.

4.3 Customer must maintain a modem and data set connected directly to the server (the modem cannot be connected to a network) 24 hours per day, 7 days a week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.

4.4 A representative of Customer must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, no work will be performed and Customer will be charged for such Spillman representative.

4.5 All communications by Customer to Spillman must be in the English language.

4.6 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 5. At least one of these Spillman Application Administrators must be available at all times.

Section 5

SPILLMAN APPLICATION ADMINISTRATOR REQUIREMENTS

5.1 Each Spillman Application Administrator must be certified by Spillman within ninety (90) days of installation of the Licensed Program by successfully completing and passing the final written and practical examinations of the following training courses:

a. System Introduction - Inquiry (6 Hours)

b. System Introduction - Data Entry & Modification (6 Hours)

c. Unix Fundamentals Training (SCO, AIX, or HP-UX). (Three Days)

d. Basic System Administration (One Day)

5.2 Each Spillman Application Administrator must be identified in Appendix A properly signed by Customer.

5.3 Each Spillman Application Administrator must be qualified to address, or have other support sources to address, without the aid of Spillman, all problems relating to any hardware, software or operating system not directly associated with Spillman's software.

5.4 Calls received by anyone not identified in Appendix A are not covered by this agreement and are therefore subject to hourly fees, and are not subject to minimum Response Time.

Section 6

FEES AND CHARGES

6.1 Customer shall pay Spillman the Support Fee and any other charges or fees described herein.

6.2 Spillman reserves the right to change its Support Fee from time to time, provided that no such change will be effective until at least 90 days after Spillman has given Customer written notice of such change. Support Fee changes will result from changes in (1) Software Prices, (2) The number of modules, (3) The Customer's support classification, (4) Computer hardware or (5) Selection by Customer of different Coverage Hours.

6.3 Spillman shall invoice Customer at the beginning of each contract year for the Support Fee. Charges accrued and all reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.

6.4 Customer shall be responsible for the fees and charges for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Software and to obtain from Spillman the services called for by this Agreement.

6.5 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by the Customer and performed outside of Coverage Hours. These charges are applicable for any work performed after hours, REGARDLESS OF THE CAUSE, even if it was reported and/or initiated during Coverage Hours.

6.6 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the Spillman Fee Schedule for travel and living expenses.

Section 7

PROPRIETARY RIGHTS

7.1 To the extent that Spillman may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by Spillman (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs in the most current form provided by Spillman, in Customer's own facility; (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Spillman. Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purposes.

7.2 The Vendor Programs are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer shall from time to time take any further action and execute any further instrument, including documents of assignment or acknowledgment, that Spillman may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

Section 8

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

8.1 Spillman disclaims all other warranties, either expressed or implied and representations with respect to the licensed program, except as stated in the License Agreement.

8.2 In no event shall Spillman be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if Spillman has been advised of the possibility of such damages. The cumulative liability of Spillman to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to Spillman by the Customer within the last 12 months.

8.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

Section 9

TERMINATION

9.1 This Agreement may be terminated as follows:

a. This Agreement shall immediately terminate upon the termination of the License Agreement;

b. This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 90 days' prior written notice is given to the other party; or

c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

9.2 Following termination of this Agreement, Spillman shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Spillman for the remaining term of the License Agreement. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.

Section 10

MISCELLANEOUS

10.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

10.2 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

10.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

10.4 The waiver by either party or any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Accepted and Approved by Customer:

Signed: _____

Printed: _____

Title: _____

Date: _____, 19____

Accepted and Approved by Spillman:

Signed: _____

Printed: Richard E. Spillman

Title: President

Date: _____, 19___

[support-041497]

APPENDIX A

SPILLMAN APPLICATION ADMINISTRATORS

_____
Customer Name

_____
Date

1. Name: _____
   Title: _____
   Office Phone Number: _____
   Beeper Number: _____
   Home Phone Number: _____
   Mailing Address: _____
   _____
   _____

2. Name: _____
   Title: _____
   Office Phone Number: _____
   Beeper Number: _____
   Home Phone Number: _____
   Mailing Address: _____
   _____
   _____

3. Name: _____
   Title: _____
   Office Phone Number: _____
   Beeper Number: _____
   Home Phone Number: _____
   Mailing Address: _____
   _____
   _____

[*Customer:*]

Signed: _____

Printed: _____

Title: _____

Date: _____, 19_____

Computer Software License Agreement
SPILLMAN Technologies, INC.

SPILLMAN COPY

THIS COMPUTER SOFTWARE LICENSE AGREEMENT hereinafter referred to as "Agreement" is made this 27 day of August, 1999, by and between Spillman Technologies, Inc. hereinafter referred to as "Spillman", with principal offices at 843 South 100 West, Logan, Utah 84321, and Gila County Sheriff's Office, hereinafter referred to as "Licensee", with principal offices at 1400 East Ash Street, Globe, Arizona 85501. This Agreement, together with one or more executed Purchase Agreement(s) constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligation and responsibilities with regard to licensing software.

IN CONSIDERATION of the mutual terms, covenant and conditions contained herein and as provided, in the Purchase Agreement, and other good and valuable consideration, it is hereby agreed between the parties as follows:

1. Product. The product is the "Spillman Software Modules" identified in duly executed Purchase Agreements, hereinafter referred to as "Spillman Software". The Spillman Software is defined to be the package of computer programs in machine-readable form and any related materials and user documentation.

2. License. In consideration of the payment of the purchase price as stated in the Purchase Agreement, Spillman grants Licensee a non-exclusive, non-transferable license to use the "Spillman Software", subject to the following terms and conditions:

A. Licensee may:

1. Install the Spillman Software in Licensee's facility.

2. Use the Spillman Software for purposes of serving the internal needs of Licensee's business.

3. Make one copy of the Spillman Software in machine-readable form, for nonproductive backup purposes only, provided that Spillman's proprietary legend is included.

B. Licensee may not use, copy, or modify the Spillman Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Spillman. Licensee may not install the Spillman Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld). If Licensee uses, copies, or modifies the Spillman Software or if Licensee transfers possession of any copy, adaptation, transcription, or merged portion of the Spillman Software to any other party in any way not expressly authorized by Spillman, Licensee's license is automatically terminated.

C. Licensee may not allow any other agency, entity or individual to use or have access to the Spillman Software in any manner other than inquire-only unless expressly authorized by Spillman.

D. Licensee is responsible for selecting a Spillman Application Administrator who is qualified to operate the Spillman Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Spillman Software.

E. Other components (hardware or software) may be required for the use of the Spillman Software. Except as agreed otherwise in writing, Spillman assumes no responsibility under this Agreement for

obtaining or supporting such components. Licensee is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Spillman Software operates.

F. Licensee is responsible for converting Licensee's data files for use with the Spillman Software.

3. Proprietary Protection of Spillman Software. To protect Spillman's ownership interest in the Spillman Software, the following shall apply:

A. Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Spillman Software, Design Specifications, Custom Modules, Programming and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted by Spillman. This Agreement does not provide Licensee with title or ownership of the Spillman Software, but only a right of limited use. Licensee must keep the Spillman Software free and clear of all claims, liens, and encumbrances.

B. The Spillman Software is a commercially valuable, proprietary product of Spillman, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. The Spillman Software is treated by Spillman as confidential and contains substantial trade secrets of Spillman, which Spillman has entrusted to Licensee in confidence to use only as expressly authorized. Spillman claims and reserves all rights and benefits afforded under federal copyright law in all software programs and user materials that constitute the Spillman Software, and in all software documentation related thereto, as unpublished works.

C. Licensee may not, at any time, disclose or disseminate the Spillman Software to any person who does not need to obtain access thereto consistent with Licensee's rights under this Agreement. Under no circumstances may Licensee disclose or disseminate the Spillman Software to any competitor of Spillman. Licensee will devote Licensee's best efforts to ensure that all Licensee's personnel and all other persons afforded access to the Spillman Software shall protect it against improper use, dissemination, or disclosure.

D. Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Spillman Software in any reasonable manner during regular business hours.

E. Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman shall be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Spillman's right to obtain injunctive relief shall not limit its right to seek further remedies in money or damages.

F. Licensee's obligations hereunder shall remain in effect for as long as Licensee continues to possess or use the Spillman Software or any trade secrets derived therefrom.

4. Documentation. Spillman agrees to allow Licensee to use Spillman copyrighted documentation of the Spillman Software to photocopy as many copies of the Spillman documentation as the agency requires for agency use only in the use of the Spillman Software, to not distribute any original or copy of documentation outside of the agency, and to not reveal this documentation to competitors of Spillman.

5. Limited Warranty. Spillman warrants, for Licensee's benefit alone, that the Spillman Software conforms in all material respects to the specifications for the current version of the Spillman Software as described in Spillman's product specifications as of the date the Purchase Agreement is signed and for a period of fifteen (15) months thereafter. This warranty is expressly conditioned on Licensee's observance of the operating, security, and data-control procedures set forth in the User's Manual(s) included with the Spillman Software.

6. Obsolescence. Spillman is not responsible for obsolescence of the Spillman Software that may result from changes in Licensee's requirements. The foregoing warranty shall apply only to the most current version

of the Spillman Software issued by Spillman from time to time. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Spillman Software.

7. No Other Warranties. Spillman disclaims all other warranties, either expressed or implied and representations with respect to the Spillman Software, including its condition, its conformity to any representation or description, the existence of any latent or patent defects, and its merchantability or fitness for a particular use.

8. Licensee Remedies. As Licensee's exclusive remedy for any material nonconformity or defect in the Spillman Software for which Spillman is responsible, Spillman shall attempt through reasonable effort to correct or cure such nonconformity or defect. However, Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Spillman Software if Licensee has made any changes whatsoever to the Spillman Software, if the Spillman Software has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

9. Limits of Liability. The cumulative liability of Spillman to Licensee for all claims related to the Spillman Software and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees and charges paid to Spillman hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

10. No Liability for Consequential Damages. In no event shall Spillman be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against Licensee, even if Spillman has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to which other provisions of this Agreement have been breached or have proven ineffective.

11. Term. Licensee's license of the Spillman Software shall become effective upon execution of this Agreement and shall continue unless terminated as provided herein.

12. Termination. Licensee may terminate this Agreement at any time upon written notice to Spillman. Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Spillman Software, Licensee must return, or certify the destruction of, all copies of the Spillman Software in Licensee's possession (whether modified or unmodified), and all other materials pertaining to the Spillman Software (including all copies thereof).

13. General. No modification of this Agreement shall be binding unless it is in writing and is signed by both parties. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

14. Survival of Terms. In the event that any of the terms of this Agreement are or become or are declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect. This Agreement shall be construed pursuant to the laws of the state of Utah and shall be enforced only in the First District Court of Cache County, State of Utah.

15. Indemnification. Spillman hereby indemnifies and agrees to hold Licensee harmless from and against any and all claims, demands, or actions and costs, liabilities, or losses arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or other proprietary rights by the Software furnished hereunder.

SPILLMAN WANTS LICENSEE TO BE CONFIDENT THAT THE SPILLMAN SOFTWARE WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE SPILLMAN SOFTWARE WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEE'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON LICENSEE'S EXAMINATION OF THE SPILLMAN SOFTWARE, THE SPILLMAN SOFTWARE IS SATISFACTORY.

Accepted and Approved by Licensee:

Signed: _____

Printed: Ron Christensen

Title: Supervisor, Chairman

Date: Oct 5, 19 99

Accepted and Approved by Spillman:

Signed: _____

Printed: Richard E. Spillman

Title: President

Date: _____, 19____