

Introduction

These Standard Terms And Conditions of Sale ("Terms and Conditions"), and all attachments hereto, hereby incorporated by this reference, constitutes the entire agreement between MYNAH Technologies LLC, (hereinafter "MYNAH"), and the buyer ("Buyer") for the sale of goods ("Goods") including (except for the ownership rights retained in Section 12.0) firmware incorporated therein and the provision of services, including the MiMiC Software Support Services made available to Buyer in accordance with Attachment A hereto ("Services").

1.0 Prices

Unless otherwise specified by MYNAH, MYNAH's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of MYNAH's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to MYNAH's standard order processing procedures is received and accepted by MYNAH within such time period. If such authorization is not received by MYNAH within such thirty (30) day period, MYNAH shall have the right to change the price for the Goods/Services to MYNAH's price in effect for the Goods/Services at the time the order is released to final manufacture. Notwithstanding any of the foregoing to the contrary, the price for Goods/Services sold by MYNAH, but manufactured by others, shall be MYNAH's price in effect at the time of shipment to Buyer. MYNAH's prices do not include any applicable sales, use, excise, or similar taxes, which MYNAH now or hereafter may be required to pay or collect.

2.0 Shipment and Delivery of Goods, Order Acceptance and Documentation

All shipping dates for Goods are approximate and are based upon MYNAH's prompt receipt of all necessary information from Buyer to properly process the order. Title and risk of loss or damage including payment of all transportation and insurance cost shall pass from MYNAH to Buyer from MYNAH's door (EXW per Incoterms 2000). If Buyer's order contains shipping instructions, MYNAH will use reasonable commercial efforts to comply with such shipping instructions; otherwise MYNAH will deliver the Products utilizing UPS as the carrier. MYNAH shall provide Buyer with any documentation which is specifically identified in MYNAH's quotation. If additional copies of documentation or non-standard documentation are to be provided by MYNAH, it shall be provided to Buyer at MYNAH's current effective price.

3.0 Excuse of Performance

MYNAH shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or unforeseen circumstances or causes beyond MYNAH's reasonable control.

4.0 Termination or Suspension of Orders for Goods or Services

Buyer may terminate or suspend any order for Goods or Services ordered under these Terms and Conditions, provided that Buyer gives MYNAH reasonable advance written notice of such termination or suspension and reimburses MYNAH for all losses, damages, costs and expenses arising from such termination or suspension.

5.0 Return Policy

Buyer may return unopened hardware only products to MYNAH within 30 days of ship date and receive credit for the purchase amount less a 20% restocking fee. All software purchases and the firmware component of any product combining hardware and firmware may not be returned under any circumstance.

6.0 Taxes

Any tax or governmental charge payable by the MYNAH because of the manufacture, sale or delivery of the Goods, or provision of Services, may at MYNAH's option be added to the price herein specified. The foregoing shall not apply to taxes based upon MYNAH's net income.

7.0 Limited Warranty

Subject to the limitations contained in Section 7.0 herein, MYNAH warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by MYNAH, and that the Goods manufactured or Services provided by MYNAH will be free from defects in materials or workmanship under normal use and care until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation, or eighteen (18) months from the date of shipment by MYNAH, whichever period expires first. Services are warranted for a period of 90 days from the date of completion. Products purchased by MYNAH from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that MYNAH has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies MYNAH thereof in writing during the foregoing warranty period, MYNAH shall, at its option, correct any errors that are found by MYNAH in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by MYNAH to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, storage or handling, or any other cause not the fault of MYNAH are not covered by this limited warranty, and shall be at Buyer's expense. MYNAH shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by MYNAH. All costs of dismantling, reinstallation and freight and the time and expenses of MYNAH's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by MYNAH. Goods repaired and parts replaced by MYNAH during the warranty period shall be in warranty for the remainder of the original warranty period. This limited warranty is the only warranty made by MYNAH and can be amended only in a writing signed by MYNAH. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

8.0 Limitation of Liability

MYNAH SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL MYNAH'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY MYNAH GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL MYNAH'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.

9.0 Infringement

Subject to the limitations contained in Section 7.0, MYNAH shall defend any suits brought against Buyer based on a claim that use of the Goods manufactured by MYNAH constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer: promptly notifies MYNAH in writing of the filing of such suit or the threat thereof; permits MYNAH to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by MYNAH for the defense of such suit. In the event that only the Goods manufactured by MYNAH are held to be infringing in such suit and their use is enjoined, MYNAH shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that MYNAH shall not be liable for infringement, and that Buyer shall fully indemnify MYNAH therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by MYNAH or in a manner for which the Goods were not designed by the MYNAH or if the Goods were not designed by the MYNAH or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

10.0 Indemnification

Buyer shall defend, indemnify and hold harmless MYNAH and its directors, officers, shareholders, employees, contractors, subcontractors, agents or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) that, irrespective of MYNAH's negligence: (a) exceed the limitation of MYNAH's liability provided for in Section 8.0; (b) result from, arise out of, or are in any way connected with acts or omissions of Buyer, Buyer's employees, agents and subcontractors, and their employees or agents; (c) results from MYNAH's use under these Terms and Conditions of information, representations, or data furnished by or approved by Buyer, Buyer's employees, agents and subcontractors, and their employees or agents; or (d) results from the misuse of Goods, software, firmware, or related documentation by Buyer, Buyer's employees, agents, or subcontractors, and their employees or agents or Buyer's buyers.

11.0 Installation

Buyer shall be responsible for receiving, storing, installing, starting up and maintaining all Goods. MYNAH shall provide a quotation for Services to assist Buyer in these functions if requested.

12.0 Terms of Payment

Subject to MYNAH's approval, payment terms are net 30 days from date of MYNAH's invoice in U.S. currency, except for applicable milestone payments, as covered below, or export shipments for which MYNAH may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to MYNAH hereunder is not paid when due, it shall bear interest, at a rate to be determined by MYNAH which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. MYNAH shall have the right, among other remedies, either to terminate the order for Services not yet rendered or Goods not yet delivered and/or suspend further deliveries or Goods and Services under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. Unless otherwise provided in MYNAH's written quotation, periodic milestone payments shall be made by Buyer when the purchase price of the Goods or Services exceeds \$100,000. In such cases, invoices shall be issued by MYNAH and paid by Buyer based on the following milestones: Milestone 1: 30% of price upon acceptance of order by MYNAH. Milestone 2: 30% of price upon release by MYNAH of approved bills of material to manufacturing for assembly. Milestone 3: 40% of price upon shipment of the Goods by MYNAH. MYNAH reserves the right to designate additional Milestones where the Agreement provides for Services in excess of \$50,000.

13.0 Ownership of Software and Firmware

Notwithstanding any other provision herein to the contrary, MYNAH or the applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, embedded into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer may negotiate with MYNAH separate licenses to use such copies and firmware and software at other plant sites. Buyer's use of certain firmware (as specified by MYNAH) and all other MYNAH Proprietary Software products shall be governed exclusively by the terms of the MYNAH Technologies LLC Software License Agreement and/or the third party owner's applicable license terms. Any knowledge obtained through the performance of Services shall be deemed the intellectual property of MYNAH and may be used by MYNAH to perform future work to the extent that it does not conflict with the use of Buyer's confidential information. Buyer shall execute any documents and take any action necessary to give effect to MYNAH's ownership rights under this Section 12.0.

14.0 Buyer Supplied Data

To the extent that MYNAH has relied upon any specifications, information, representation of operating conditions or other data or information supplied by Buyer to MYNAH in the selection or design of the Goods and/or provision of the Services and the preparation of MYNAH's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by MYNAH, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.

15.0 Export/Import

Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the MYNAH and Buyer are established or from which items may be supplied, will apply to its receipt and use of Goods and Services. In no event shall Buyer use, transfer, release, import, export or re-export Goods in violation of such applicable laws, regulations, orders or requirements.

16.0 Notice

Any notice concerning these Terms and Conditions shall be in writing and delivered or sent to the parties at the addresses provided. Either party may, by written notice to the other, designate a change of address. Any notice, if mailed properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or on the date stamped on the certified mail receipt, and shall be deemed received on the earlier of: (a) two days following the dispatch date or (b) on the actual date of receipt.

17.0 General Provisions

(a) Buyer shall not assign its rights or obligations under the Agreement without MYNAH's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action has accrued. (d) Any modification of these Terms and Conditions must be set forth in a written instrument signed by a duly authorized representative of MYNAH. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Missouri. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless MYNAH from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the MYNAH's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement. (h) No waiver of any term or condition or the breach of any term or condition herein shall be effective unless in writing and signed by MYNAH. No waiver shall constitute a waiver of any subsequent breach of such term or condition and does not justify or authorize non-observance on any other occasion of such term or condition or any other terms, conditions or obligations.

ATTACHMENT A: MIMIC SOFTWARE SUPPORT SERVICES

I. Support Services: Subject to Buyer's payment to MYNAH of the applicable support fees (the initial 12 months from date of shipment are included as part of the software license purchase price), and Buyer's compliance with all terms and conditions of the MYNAH Technologies LLC Software License Agreement, the Standard Terms and Conditions of Sale, and this Attachment A, MYNAH will provide the MiMiC Software Support Services as described below. Escrow Services are available only to Buyers who are currently receiving the MiMiC Support Services. Provision of the MiMiC Software Support Services does not extend, modify, or enhance in any way the limited warranty provided to Buyer under the MYNAH Technologies LLC Software License Agreement. MiMiC Software Support Services do not include any type of application assistance for Buyer's unique application requirements. MYNAH does not represent, warrant or guaranty that any of the MiMiC Software Support Services provided hereunder will correct or resolve any error within any specific time period.

A. MiMiC Software Support Services.

(i) Technical support provided Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Central Time.

(ii) All new major and minor releases of MYNAH Proprietary Software that are released by MYNAH during the support term, maintenance upgrades and fixes, and hardware replacement modules (subject to need, as determined by MYNAH in its sole discretion).

B. Hourly Technical Support. Buyers not purchasing MiMiC Software Support Services may receive technical support at the rate of \$250.00 per hour or at MYNAH's then current hourly rates.

C. Escrow Services. Purchasers of MiMiC Software Support Services may, at their sole option, purchase the MYNAH Escrow Services described in Section V below.

III. Support Fees and Payment Terms. The MiMiC Software Support Services and the MYNAH Escrow Services are provided on a twelve month basis (each a "Term"). Annual fees for each new term during which Buyer will receive the MiMiC Software Support Services or, if applicable, the MYNAH Escrow Services are due and payable in full net thirty (30) days of date of invoice. Payment entitles Buyer, subject to the terms of the Master Software License Terms and Conditions, to a perpetual license of the most current release of the MYNAH Proprietary Software (including all upgrades and fixes). Payment of invoices is in no case subject to unilateral discounting or reductions by Buyer. If any payment owed to MYNAH hereunder is not paid when due, it shall bear interest, at a rate to be determined by MYNAH which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. MYNAH shall also have the right, among other remedies and without waiving any claims or incurring any liability, suspend delivery of the MiMiC Software Support Services, and cancel Buyer's rights under the Escrow Agreement (if applicable), and/or suspend further deliveries or Goods and Services under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. Buyer shall be entitled to increase the MiMiC Software Support Services fees and the MYNAH Escrow Services fees at the end of each Term by providing Buyer with written notice not less than thirty (30) days prior to the end of the current Term.

IV. Limitation of Remedy and Liability. MYNAH SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THE STANDARD TERMS AND CONDITIONS OF SALE AND THIS ATTACHMENT A ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL MYNAH'S LIABILITY TO BUYER EXCEED THE PRICE PAID BY BUYER FOR THE SUPPORT SERVICES PROVIDED BY MYNAH GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL MYNAH'S LIABILITY TO BUYER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED AND CLAIMS OF BUYER'S CUSTOMERS.

V. Description and Terms of Escrow Services.

A. Description of Escrow Services Provided to Buyer.

(i) Upon payment in full to MYNAH of the annual fee then due for the MYNAH Escrow Services, Buyer will be named as a "Beneficiary" under the Escrow Agreement (defined below, a copy of which is available to Beneficiaries upon request) by executing and submitting to MYNAH the Beneficiary Form as provided.

Form as provided.

(ii) Pursuant to the terms of the agreement entered into by NCC Group, Inc. (or its successor in interest or, any successor escrow agent that may be chosen by time to time by MYNAH at its sole discretion) (the "Escrow Agent") and Buyer (the "Escrow Agreement"), MYNAH has deposited a copy of the current version of the source code for the MYNAH Proprietary Software (the "Escrowed Source Code") into an escrow account held in trust by the Escrow Agent. Within a reasonable period of time following the release by MYNAH of a new version or upgrade to the MYNAH Proprietary Software, MYNAH will replace the Escrowed Source Code with a copy of the source code reflecting the most current release.

(iii) Pursuant to the terms of the Escrow Agreement, a Beneficiary is entitled to receive a copy of the Escrowed Source Code upon confirmation by the Escrow Agent, or upon the issuance of an order following a binding arbitration proceeding, that an Event of Default (as defined below) has occurred.

(iv) All costs due and payable to the Escrow Agent shall be paid directly by MYNAH except for the following fees which shall be paid to the Escrow Agent by Buyer: Release Event Request and Release of Deposit Materials fees and all fees and expenses in connection therewith, and the hourly rates and costs and expenses of the Escrow Agent relating to verification requests made by Beneficiary under the Escrow Agreement. Pursuant to the terms of the Escrow Agreement, all fees are due and payable by either Buyer or MYNAH to the Escrow Agent within thirty (30) calendar days of the date of the Escrow Agent's invoice to the applicable party. The Escrow Agent shall be entitled to assess a late charge upon overdue fees equal to one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less. The party responsible for paying the Escrow Agent's fees shall be responsible for reimbursing the Escrow Agent for all collection costs (including reasonable attorney's fees and expenses) associated with collecting overdue fees.

(v) Upon Buyer's possession of the Escrowed Source Code, Buyer will have a non-exclusive, limited license to use the Escrowed Source Code **solely for the purpose of maintaining and supporting Buyer's then current version of the MYNAH Proprietary Software.** Buyer is strictly prohibited under the foregoing license to the Escrowed Source Code, from developing, reverse translating, reverse engineering, decompiling, disassembling, deciphering, or creating derivative works from the Escrowed Source Code. The foregoing license is non-assignable and non-transferable. Buyer may not sell, loan, transfer, distribute, rent, sublease, or lease the Escrowed Source Code to any other party. In all events, Section 14 of the Master Software License Terms and Conditions apply.

(vi) Buyer expressly acknowledges and agrees that the Escrowed Source Code and the Escrow Agreement is MYNAH Confidential Information, and that Buyer shall not disclose the Escrowed Source Code or the contents of the Escrow Agreement to any third party except for Buyer's advisors with a need to know.

B. Events of Default. Any of the following events is deemed an Event of Default which will trigger the release to a Beneficiary of the Escrowed Source Code:

(i) MYNAH's failure to deliver to Buyer during the Term, within a reasonable period of time of MYNAH's delivery to other similarly situated buyers, major releases of MYNAH Proprietary Software, maintenance upgrades or fixes that are released by MYNAH during the Term;
 (ii) The institution of bankruptcy or insolvency proceedings by or against MYNAH that are not dismissed within sixty (60) calendar days of their institution;
 or

(iii) MYNAH ceases all business operations in the ordinary course, *except, that* cessation of business operations by MYNAH shall not be deemed an Event of Default if its parent company Experitex Holdings, Inc., or a successor in interest of MYNAH or Experitex Holdings, Inc. is still conducting business in the ordinary course.

C. Release Event Notice. Buyer shall be entitled, as a Beneficiary under the Escrow Agreement, to provide written notice to Escrow Agent if Buyer believes an Event of Default as occurred ("**Release Event Notice**"). The Release Event Notice shall include a reasonably detailed description of the Event of Default and delivery instructions regarding the release of the Escrowed Source Code. The Escrow Agent is required, under the terms of the Escrow Agreement, to promptly provide a copy of such notice to MYNAH. Buyer may be required to pay additional fees to the Escrow Agent for services provided by the Escrow Agent in connection with the release of the Escrowed Source Code.

E. Objection Notice. MYNAH shall have thirty (30) calendar days following the date it receives from the Escrow Agent a copy of the Release Event Notice to deliver to the Escrow Agent a written notice objecting to the release of the Escrowed Source Code on the grounds that the applicable Event of Default has not occurred or has been cured ("**Objection Notice**"). The Escrow Agent is required, under the terms of the Escrow Agreement, to provide a copy of the Objection Notice to the applicable Beneficiary promptly following its receipt thereof. Thereafter, the dispute as to whether a Release Event occurred shall be resolved pursuant to the terms set forth in Paragraph V(F) below. The Escrow Agent is required under the terms of the Escrow Agreement to promptly release a copy of the Escrowed Source Code to the applicable Beneficiary in the event it does not receive an Objection Notice within the thirty day timeframe.

F. Dispute Resolution. All claims, disputes, or controversies arising out of, or in relation to the interpretation, application or enforcement of the Escrow Agreement shall be submitted to and decided by final and binding arbitration in accordance with the Commercial Rules of the of the American Arbitration Association. Three arbitrators shall be selected. MYNAH and the Buyer that is the applicable Beneficiary shall each select one arbitrator (if more than one Beneficiary is involved in the dispute, then such Beneficiaries shall jointly appoint one of the arbitrators) and the two chosen arbitrators shall select the third arbitrator or, if such arbitrators cannot agree on the selection of the third arbitrator, the American Arbitration Association shall select the third arbitrator, provided that, if Escrow Agent is a party to the arbitration, the Escrow Agent shall select the third arbitrator. The arbitration will take place in a location agreed upon by all parties. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHTS TO FILE SUIT IN ANY COURT RELATED TO THIS AGREEMENT, WITH THE FOLLOWING EXCEPTIONS: (A) CLAIMS SEEKING INJUNCTIVE RELIEF; (B) INTERPLEADER CLAIMS FILED BY Escrow Agent; (C) CLAIMS FILED BY Escrow Agent SEEKING TO RECOVER UNPAID FEES; AND (D) CLAIMS SEEKING TO ENFORCE AN AWARD ENTERED PURSUANT TO ARBITRATION.

G. Indemnification of Escrow Agent. Buyer, as a Beneficiary under the Escrow Agreement, and MYNAH agree to jointly and severally indemnify, defend and hold harmless Escrow Agent and its officers, directors and employees from any and all claims, damages, actions, suits, causes of action, awards, arbitration fees and expenses, attorneys' fees and expenses and any other losses and liabilities (collectively, referred to as "**Losses**") incurred by Escrow Agent relating in any way to the Escrow Agreement and/or Escrow Agent's performance under the Escrow Agreement. MYNAH's and Buyer's obligations under this Paragraph V(G) shall be diminished to the extent any such Losses were caused by the gross negligence, recklessness or willful misconduct of the Escrow Agent.

H. Verification. Buyer, as a Beneficiary under the Escrow Agreement, shall have the right, in accordance with the terms hereof and its rights under the Escrow Agreement, to perform or have performed by a third party a verification of any applicable Escrowed Source Code for its completeness, quality and accuracy, provided that Buyer shall only be entitled to exercise such right no more than once every twelve (12) months. The verification shall occur at a location selected by MYNAH. Prior to the commencement of the verification, MYNAH, Buyer, and the Escrow Agent shall enter into a verification agreement that describes the terms and conditions of the verification, provided that, in any event: (a) MYNAH shall have the right to be present at the verification; and (b) in addition to any fees owed to Escrow Agent by MYNAH, Buyer shall pay to the Escrow Agent its then-current hourly rates and shall reimburse the Escrow Agent for its costs and expenses related to the verification. Buyer acknowledges that its verification rights hereunder are subject to the collective agreement of MYNAH, Buyer, and the Escrow Agent on the location of the verification and to the terms of the verification agreement. Absent such agreement, the verification shall not occur.

THESE MIMIC SOFTWARE SUPPORT SERVICES TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE WHERE APPLICABLE TO PURCHASERS OF ESCROW SERVICES.

<p><u>DOCUMENT APPROVAL</u></p> <p>Signature: <u> <i>Josel Armatino</i> </u></p> <p>Document Name: <u>Standard Terms and Conditions</u></p> <p>Rev #011 / Rev Date <u>August 2011</u></p> <p>ISO9001:2008 Standards</p>
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