

database  SYSTEMS CORP.

CARE

CALL REASSURANCE



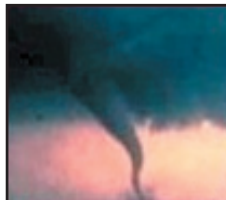
Daily Well Being Checks



Latchkey Children



Reminders



Emergency Notifications to CARE subscribers and others
(Pro-CARE series)

PACER Pro-CARE 12 Line System (digital)
System Quotation & End User Schedules

Prepared for:

Database Systems Corp.
1118 East Missouri Ave.
Phoenix, Arizona 85014

Ph : 602-265-5968 Fax : 602-264-6724

<http://www.call-reassurance.com>

E-mail; jpizet@DatabaseSystemsCorp.com, 602-265-5968 X225



database systems corp.

Database Plaza, 1118 East Missouri Ave
 Phoenix, Arizona 85014
 (602)-265-5968 Fax (602)-264-6724
 e-mail : Lvan@databasesystemscorp.com

Quotation Number

09901J

Date of Quote _____

Quote Expires _____

Quotation Purchase & License Agreement

Sample quote & agreements PACER Pro-CARE digital system (12 to 24) lines

Agreement entered into on the date set forth below between DATABASE SYSTEMS CORP. (DSC), an ARIZONA CORPORATION, and the "Customer" set forth below. Any quotation set forth below shall remain in effect until the date indicated below, unless modified in writing by DSC, prior to acceptance by DSC of any order made hereunder. A valid contract binding upon DSC comes into being upon execution of this agreement by a duly authorized employee of DSC. This agreement, together with the terms & conditions acceptable to DSC with respect to its subject matter as of its date, supercedes all prior agreements, negotiations and proposals, written or oral, and does not operate as an acceptance of any conflicting terms or provisions of any purchase order of Customer or any other instruments. The terms & conditions contained herein and attachments as referenced below shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer for equipment sold or services provided hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized employee of DATABASE. The contract formed hereby shall be governed by, subject to, and construed in accordance with the laws of Arizona.

Item	Description	Qty	Unit Cost	Amount	Annual
<u>PRO CARE(*1)</u>					
1	PACER Package T-2000 chasis (includes diagnostic help)			\$ 5,100	
2	Hardware Diagnostic Help			Included	\$ 250
3	Digital drivers			\$ 3,000	\$ 450
4	PACER-VB Kernel	12	\$ 250	\$ 3,000	\$ 300
5	PACER Exec lines	12	\$ 400	\$ 4,800	\$ 480
6	CARE Application	12	\$ 625	\$ 7,500	\$ 750
7	Cepstral TTS optional cost per line (4 line minimum)		\$ 250	Optional	
<u>Optional Hardware</u>					
8	None			\$ -	
<u>Shipping, Integration, Consulting, Training, Misc.</u>					
9	PACER Integration			Included	
10	Customization, if any (*2)		\$ 150	\$ -	
11	Shipping & Handling to customer site			\$ 250	
*1	19" Monitor optional; Add \$300				
*2	Confirmed upon receipt of specifications				
Summary Totals					
Package Price				\$ 23,650	
Optional Hardware				\$ -	\$ 2,230
Miscellaneous				\$ 250	\$ -
Sub Total Hardware & Software				\$ 23,900	
1st Year Software Maintenance				\$ 2,230	
Grand Total 1st Year				\$ 26,130	

Customer: _____

Database Systems Corp.

By: _____

By: _____

Title: _____ Date _____

Title: _____ Date _____




database systems corp.

Database Plaza, 1118 East Missouri Ave
 Phoenix, Arizona 85014
 (602)-265-5968 Fax (602)-264-6724
 e-mail : Lvan@databasesystemscomp.com

Quotation Number
 09901J

Quotation Purchase & License Agreement

CUSTOMER NAME _____

Item	Description	Qty	Unit Cost	Amount																								
<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;">Terms</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><u>Check</u></td> <td style="width: 10%; text-align: center;"><u>Credit Card</u></td> <td style="width: 10%;"></td> </tr> <tr> <td>At contract acceptance</td> <td>80%</td> <td>\$ 20,904.00</td> <td>\$ 21,407.16</td> <td></td> <td></td> </tr> <tr> <td>COD</td> <td>20%</td> <td>\$ 5,226.00</td> <td>\$ 5,351.79</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="border-top: 1px solid black;">\$ 26,130.00</td> <td style="border-top: 1px solid black;">\$ 26,758.95</td> <td></td> <td></td> </tr> </table>						Terms		<u>Check</u>	<u>Credit Card</u>		At contract acceptance	80%	\$ 20,904.00	\$ 21,407.16			COD	20%	\$ 5,226.00	\$ 5,351.79					\$ 26,130.00	\$ 26,758.95		
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1	I-Series 4000xR2, RM Chassis SATA	1		Included																								
2	ATX DP Xeon E7520,6PCI,1x4PE S604 VGA,DGbE +SATA RAID	1		Included																								
3	Intel CPU Xeon 3.00GHz 800MHz FSB, 1MB, S604, PS	1		Included																								
4	Cable ATX 4P to P4 12V	1		Included																								
5	1Gig PC3200 non-ECC Unbuffered LP	2		Included																								
6	CDROM EIDE 52x Int.	1		Included																								
7	Floppy 3.5" 1.44MB - Black	1		Included																								
8	Seagate Barracuda 7200.7 80GB SATA/150	1		Included																								
9	Windows XP PRO (SP2)	1		Included																								
10	56K US Rob. V.92 Modem	1		Included																								
11	Keyboard/Mouse Combo- PS2 - Black	1		Included																								
12	Lab, Telephony	1		Included																								
13	PKG for 4U-6U	1		Included																								
14	Integration, Level 2 (I-4000xR2)	1		Included																								
15	D/240JCT-T1	1		Included																								
Support by Alliance Systems, 1 Year Basic Depot Warranty Extended warranties available http://www.alliancesystems.com/support/																												

Customer Initials : _____ Database Systems Corp Initials _____

Revision v2.0 Features and Functions

Revision 2.0 of CARE (Call Reassurance) from Database Systems Corp. was available for general release to new customers (installations after Nov. 1, 2007) and is FREE to clients who are under current maintenance contracts.

Basic-CARE Features

The following are the basic features of the CARE phone system. The CARE system is designed to automatically call subscribers to check on their well-being.

- CARE Subscribers

CARE subscribers are citizens who are called on a regular basis by the CARE phone system. Subscribers enroll in the program and custom profile information is entered into the CARE system by an administrator using the CARE Editor.

- CARE Calls

Each subscriber is called on a regular basis as defined in the subscriber's unique calling schedule. Subscribers can be called at any selected time from 5 AM to 8 PM. A different time can be set for any day of the week, or the subscriber can choose to receive calls only on selected days. The subscriber's schedule can be changed at any time by the administrator prior to the actual calling time during the day.

- Repeated Callback Attempts

The system can be globally configured to make 1 to 5 attempts to reach citizens. The wait between each of these attempts can be set at various intervals from 10 minutes to 60 minutes. For example, after the first call is made, the system could be set to try again in 10 minutes, but to wait another 45 minutes before trying a third time.

- Customized or Random Greetings

Each subscriber can be configured to hear a unique recorded message that is played when the CARE phone call is answered. This greeting could be a single recorded message, a text-to-speech message, or a recorded message selected randomly from a folder of greetings.

- Customized Menus

Each subscriber can be configured to hear a different menu of options after listening to the greeting. This menu can be a recorded message or a text-to-speech message.

- CARE Subscriber Responses

In response to the menu, the subscriber must press "1" to indicate they are OK.

This requires a non-rotary phone, but prevents answering machines from misleading the system. If the subscriber

hangs up the phone, a call back will be scheduled. If the subscriber repeatedly fails to respond to the menu, an emergency alert will be generated.

If the subscriber is NOT OK, the menu can direct the person to press "3" to initiate an emergency alert. Optionally, the menu may tell the subscriber to press "5" to initiate a non-emergency contact scenario. For PRO CARE systems, the menu may also let the subscriber press "0" to be directly transferred to the phone number specified in subscriber's profile.

- Non Emergency Contacts

By pressing the non emergency contact phone key "5", the subscriber informs CARE to send up to three phone calls and three email notices to the non-emergency contacts specified in the subscriber profile.

- Emergency Alert Condition

If the CARE subscriber does not respond positively to the CARE call, the following alerts are sent:

- Visual alert appears on CARE monitor.
- Audible alert sent to CARE system.
- Alert report sent to CARE printer (optional).
- Phone calls (3 max) sent to designated #s.
- Emails (3 max) sent to designated e-addrs.
- Alert calls can be in escalation order.

- Multifunctional Operation (Subscriber Profiles)

The following profiles have been established within the CARE call reassurance system. These profiles can co-exist on the same CARE phone system.

- Elderly Telephone Reassurance Call

Maintain a list of citizens to be called on a regular basis to ensure the citizen is both alive and well. If the citizen cannot be reached, follow an emergency scenario for immediate follow-up. This is the traditional telephone reassurance profile user.

- Medication and Routine Reminder Calls

Maintain a list of citizens to be called on a regular basis to remind them to take their daily medications or to attend regularly scheduled weekly appointments. If the citizen cannot be reached, it is not an emergency situation.

- Latch-Key Child Call Reassurance

Maintain a list of children to be called on regular basis, either after school or any other time a parent would want to ensure their child is at home and safe. If the child cannot be reached, the parents and other appropriate contacts could be notified. The time of calls could be randomized to ensure the child comes home and stays home.

The following features are included in the CARE editor util-

ity to enhance the administration of the CARE system.

- “No key press” option

In typical operation, the citizen will need to press a key to indicate that they are “OK”. A citizen may optionally be setup to be assumed “OK” if they simply pick up the phone. This could be used to handle rotary phone scenarios, as well as to maintain compatibility with some of the older RUOK systems.

- Real-time Displays

The CARE Manager will display several levels of detail and summary information. The main screen will display the total number of citizens that are “OK”, the total number that are “Not OK”, and a partial list of citizen (up to 100) that are scheduled to be called next. Further detailed information will be available for the citizens that are “Not OK”, and this display will allow for export of the list, as well as feedback as to the final outcome of the alert situation. A secondary display available for the citizens in process will summarize the total number of upcoming calls for the day in 15 minute increments.

- Alert Outcome Feedback

The CARE Manager will allow for feedback as to the final outcome of the alert situation, including false alarm, medical emergency, loss of life, etc. This information will be collected and used in reports.

- Alert Escalation

The CARE system allows for up to three phone contacts to be alerted in case of an emergency situation. The system will attempt to contact these phone numbers, one at a time, until a live person acknowledges receipt of the message.

Alternatively, the alert can notify up to three phone contacts simultaneously, without any acknowledgement of message receipt.

- Automated Internal Backup

The CARE Manager will perform a backup of the citizen database on a daily basis and store this information locally on the system.

- Reactivation Reminders

The CARE Manager will display on screen pop-ups to remind the system administrator to follow up with inactive citizens. The administrator will be able to activate the citizen or push back the reminder date.

- “OK for Today” admin tool

The system admin would be able to mark a citizen as “OK” for the day, based on external information (i.e. phone message from citizen or family member). This feature will not require opening the citizen’s complete record.

- Support and Error Diagnostic Tool

The support and error diagnostic tool will check for errors in the system configuration, and when possible correct these errors. It will also automate the collection of various log files and other system settings to expedite support calls.

- Global Search and Replace

The global search and replace tool allows the administrator to change common phone numbers and recordings throughout the citizen database. This is designed to eliminate massive manual entries needed for changes that would affect all citizens.

- Automatic action on “OK”

When it is determined a citizen is “OK” the system can optionally perform a predetermined action. It can act as if the citizen pressed “5”, thus performing a non-emergency request for contact, or it can act as if the citizen pressed “0”, and transfer the citizen to the phone number set in their account.

CARE Greetings and Announcements

The CARE greeting messages played to subscribers has ability to provide additional information and to include features that add a more personal touch to the CARE calls.

- Global outgoing recording

The system supports “global” recorded message, which if it exists, will be played to anyone called. This feature is to be used for emergency purposes and the recording would play before any other intended recording.

- Global holiday recordings

The system will have a folder for holiday messages. These would be named to match the date of the upcoming holiday (Christmas would be “12_25.wav”) and would be played between the introduction message and the options message.

- Birthday greeting

The system will have a global “birthday” recording that will be played to any citizen on their birthday (maintained in the subscriber profile). This would be played after the introduction message, before a possible holiday message, and before the options message.

CARE Reports

The following reports are included in the CARE phone system to assist the administrator in managing the community of subscribers.

- Detailed Call History

With date range criteria, display a fully detailed call history.

- **Citizen History (search)**

A search by citizen (name or phone) will display a fully detailed call history.

- **Summary by Citizen**

With date range criteria, display a record for each citizen summarizing calls, call backs, and alerts.

- **Detailed Alert History**

With date range criteria, display a record for each alert and its outcome.

- **Alerts (Grouped by Citizen)**

With date range criteria, display a record for each citizen that has had any alerts. The records will be sorted by total alerts and by an increasing trend of alerts.

- **Alerts (Grouped by Outcome)**

With date range criteria, display a summary total for each alert outcome (false alarm, medical emergency, loss of life, etc).

- **Increasing Callback Trend**

Report displays citizens that have needed more callbacks in the past 30 days than they need for the 30 days prior to that time.

- **Increasing Alert Frequency**

Report displays citizens that have triggered more alerts in the past two weeks than triggered for the two weeks previous to that time.

- **System Load**

Report evaluates the line capacity required to make all calls as scheduled by evaluating the peak usage times and historical call data.

- **Inactive Citizens**

Report displays list of all inactive citizens and their tentative reactivation date (if applicable).

- **Export Citizen List**

Citizen list, with limited detail, can be exported to a printable list. Citizen list, with full detail, can be exported to a CSV file.

Pro-CARE features

- **“I’m OK” Citizen Call In Program**

The I’m OK functionality is designed for citizens that would like to call in on their own on a daily basis. This reverses the traditional telephone reassurance function since citizens now call the CARE phone system and are automatically recorded as OK. The citizen calls a number that is answered by the CARE phone system using an interactive voice response (IVR) program. If Caller-ID is enabled and the citizen calls from the phone number identified in the subscriber

profile, CARE knows automatically which citizen is calling. Otherwise the citizen will be prompted to enter a phone number which is matched in the CARE subscriber database. If citizens do not call in during the day, an automatic call is made to their residence similar to the traditional telephone reassurance call.

“I’m OK” citizen profiles are administered by simply setting up the call time for late in the day to follow up with the citizens that have not yet called in during the day.

Citizens can also use this option to call and remove themselves from today’s upcoming call list. This can be used to preempt calls on the holidays, as well as when the citizen may want to leave the house unexpectedly but wants to prevent a false alert scenario.

- **CARE Citizen Self Administration IVR**

CARE citizen subscribers have the option to manage their profile(s) using an interactive voice response (IVR) feature built into the CARE phone system. Subscribers or family members can call into the phone system and, using automatic voice prompts and keypad responses, manage their calling profile. This self administrative function will free CARE dispatchers and administrators from the need to update subscriber information.

- **Call in for vacation/ activation/ deactivation**

Citizens can call in and activate and deactivate their accounts for the purposes of vacations and hospital stays.

- **Call in to change days and time of calls**

Citizens can call in and set the time of the call for each day of the week. The citizen will also be able to choose on which days of the week he or she will receive calls.

- **Call in for “transaction” history**

Citizens can call in and review the most recent calls and other activates related to their account (activation, deactivation, alerts, edits).

- **General voice broadcasting**

The CARE phone system can deliver prerecorded messages to live answers and/or answering machines for any list of phone numbers. (Citizens, staff, officials, others.) Typical use is for general notifications or emergencies to community members that may or may not be subscribers to the same CARE system. However, it should be noted that when used, the telephone resources are shared with the standard CARE subscribers - therefore possibly affecting their delivery times. (More lines can be added to any Pro-CARE system to account for such circumstances, as well as to ensure specific delivery window of any size list. e.g. Four lines can deliver about 2,000 thirty second messages over 10 hour period, or 1,000 over 5 hour period, etc. Eight lines would cut the previous delivery times by half, or double the list size for same delivery time.



DATABASE SYSTEMS CORP.

Database Plaza, 1118 East Missouri Ave
 Phoenix, Arizona 85014
 (602)-265-5968 Fax (602)-264-6724
 e-mail : Lvan@databasesystemscorp.com

End User, CARE System pricing, Training, Installation, Consulting, 1 Jan 2007, Rev 1.3

Package Name (Includes Hardware)	Package Price	Annual SW Mtn	1st Year's Cost (*1)	Supported Profiles (*2)
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(Wizard Series - Analog)

BASIC CARE	4 Lines	\$5,995	\$ 600	\$6,845	2,000
PRO CARE	4 Lines	\$8,495	\$ 1,100	\$9,845	2,000
PRO CARE	8 Lines	\$14,995	\$ 1,750	\$16,995	4,000
PRO CARE	12 Lines	\$20,495	\$ 2,300	\$23,045	6,000
PRO CARE	16 Lines	\$25,995	\$ 2,850	\$29,095	8,000
PRO CARE	20 Lines	\$31,495	\$ 3,400	\$35,145	10,000
PRO CARE	24 Lines	\$36,995	\$ 3,950	\$41,195	12,000

(PACER Series - Digital)

PRO CARE	4 Lines	\$13,700	\$ 1,200	\$14,900	2,000
PRO CARE	8 Lines	\$18,800	\$ 1,720	\$20,520	4,000
PRO CARE	12 Lines	\$23,900	\$ 2,230	\$26,130	6,000
PRO CARE	16 Lines	\$29,000	\$ 2,740	\$31,740	8,000
PRO CARE	20 Lines	\$34,100	\$ 3,250	\$37,350	10,000
PRO CARE	24 Lines	\$39,200	\$ 3,760	\$42,960	12,000

PRO CARE 48 To 480 lines supported in single chassis.

Custom Programming at Database Systems	\$150 / Hour
Training at Database Systems	\$1,000 / Day
Consulting/Training at Customer Site	\$1,500 / Day (*3)
Each travel day in excess of four (4) hours	\$1,500

(*1) Includes 1st year's software maintenance and shipping to customer site.
 Total 1st year cost is approximate.

(*2) Assumes calls spread over 10 hour day. (Maximum 10 to 12 individuals per 15 minute assigned time slot - if any) Number is approximate. Results will vary.

(*3) Plus T&L



Annual Software Maintenance & Support Agreement
Single Customer Site

DATABASE Quote No 09901J Date _____

DATABASE Product(s) PACER Pro-CARE, digital (12)

Purchase Order No. Date _____

1. SINGLE SITE HOURS. For purpose of this agreement, "Regular Support Hours" will be between the hours of 8:00 A.M. and 5:00 P.M., Mountain Standard Time, Monday through Friday, excluding DATABASE holidays.

Exceptions to these times will be invoiced to the Customer by DATABASE at the then current consulting rate (See attachment). All support provided to the Customer by DATABASE will be coordinated and handled by Customer Support Specialists at DATABASE, Phoenix, Arizona, 85014, (602) 265-5968.

2. EFFECTIVE DATE AND TERM. This Agreement will be effective on the Acceptance Date of the original "Quotation, Purchase and License Agreement" and "Software License Attachment" as accepted by your organization, per paragraph 2 of "Software License Attachment": Upon the execution of an annual maintenance & support agreement and receipt of payment, DATABASE, for a period of 1 year, shall supply LICENSEE with any improvements, modifications and support to the PRODUCT which are not charged for as Options. Thereafter, LICENSEE may continue to receive this support upon LICENSEE's payment to DATABASE of the then-current charges for such Maintenance and Support." Maintenance and Support may be terminated at the expiration of the one-year term and at any time thereafter by either party upon ninety (90) days prior written notice, but will continue to be effective in the absence of such notice.

3. CHARGES. The Annual Maintenance and Support charge will be invoiced in advance and will be due on or before the first day of the maintenance period.

If the Customer terminates this Agreement and later enters into a new Agreement within one year of the termination date, the new Agreement will not be entered into by DATABASE until the previous year's maintenance fee owed DATABASE is paid in full.

Customer will pay, or reimburse DATABASE, for all taxes imposed on Customer or DATABASE arising out of this Agreement, except for tax based on DATABASE's net income.

Any other charges will be invoiced to Customer as incurred and will be due and payable upon receipt of invoice.

4. MAINTENANCE SERVICE. DATABASE will make all necessary improvements and modifications to keep the Product in good operating condition, and in accordance with DATABASE's policies then in effect.

Product updates will be provided by DATABASE, during the time period of this Agreement, on either Customer supplied storage media with Customer assuming cost of all shipping or on DATABASE supplied media (excluding disk pack which MUST be supplied by customer) at a charge to Customer equal to cost of tape plus shipping. Remittance shall be per Item 3, CHARGES, Paragraph 4.

All shipments will be made by least expensive method unless otherwise requested by Customer.

Any maintenance and support resulting from other than normal use of the Product, including Customer's fault or misuse of the Product, is not included and will be invoiced to Customer as an additional charge.

5. ALTERATIONS AND ADDITIONS. DATABASE will not be responsible to Customer for loss of use of the Product or for any other liabilities arising from alterations, additions, adjustments or modifications which are made to the Product by other than authorized representatives of DATABASE. If, in the opinion of DATABASE, any such alterations, additions, adjustments, or modifications adversely affect DATABASE's ability to render maintenance and support to the Product, DATABASE reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Customer.

6. GENERAL. If DATABASE or Customer is in default under this Agreement and such default continues for thirty (30) days after written notice by the other party, this Schedule may be terminated by such other party. In the event of default by Customer, it is agreed that Customer will pay DATABASE all costs and expenses including reasonable attorney's fees incurred by DATABASE in exercising any of its rights or remedies. No delay or failure of DATABASE to exercise any right or remedy will operate as a waiver thereof. Customer may not assign any of its rights under the contract formed by this Agreement except with prior written consent from DATABASE.

DATABASE will not be liable for any failure or delay in performance due in whole or in part to any cause beyond DATABASE's control. In no event will DATABASE be liable for any indirect, special or consequential damages arising out of this Agreement or the use of any service provided in this Agreement.

Once a customer has terminated maintenance service through failure to make timely maintenance payments or cancellation thereof, reinstatement of maintenance after one year of cancellation shall occur only upon customer's relicense of the software product(s) at the then current list price.

Customer Name

Customer Initials

Customer Authorized Representative



SOFTWARE LICENSE ATTACHMENT

DSC Quotation 09901J Date _____

Purchase Order _____ Date _____

IN CONSIDERATION of the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1.LICENSE: In accordance with the terms of this Agreement, DATABASE SYSTEMS CORP. (DSC) grants to the LICENSEE and the LICENSEE accepts from DSC a non-exclusive License to use the PRODUCT which is detailed and described in Schedule A attached hereto and made a part hereof. It is acknowledged that the License granted herein only grants the LICENSEE the right to use each PRODUCT being licensed herein on a single Central Processing Unit for a specified number of maximum simultaneous users. The parties understand and acknowledge that the PRODUCT constitutes only the "Object Code" of the entire software program which is designed to substantially perform the functions set forth in Schedule A. The LICENSEE does not have any rights or interest to the Source Code.

2.TERM, LICENSE FEE, and MAINTENANCE: The License shall be effective on the date the PRODUCT is "Accepted" by the LICENSEE (as that term is defined in this Agreement) and shall continue until it is otherwise terminated pursuant to the provisions of this Agreement. The License Fee shall be such amount as is set forth in Schedule B. Upon the execution of an annual maintenance & support agreement and receipt of payment, DSC, for a period of 1 year, shall supply LICENSEE with any improvements, modifications, and support to the PRODUCT which are not charged for as Options. Thereafter, LICENSEE may continue to receive this support upon LICENSEE's annual payment to DSC of the then-current charges for such Maintenance and Support. Current maintenance fee for PRODUCT is set forth in Schedule B.

3.ADDITIONAL PRODUCT: The LICENSEE may from time to time order additional PRODUCT from DSC or any optional enhancements to PRODUCT. These orders will be governed by terms and conditions of this Agreement and shall be subject to acceptance by DSC. Orders for additional software configurations will incorporate the terms of this Agreement by reference.

4.PRICES AND TAXES: All amounts to be paid to DSC pursuant to this Agreement shall be in U.S. Dollars. Any Taxes, Import Fees or other Governmental Duties of whatever nature shall be paid by LICENSEE in addition to the price set forth herein.

5.PAYMENT TERMS: Unless expressly set forth in writing by DSC, payment shall be due in full upon Acceptance as that term is defined in this Agreement.

6.ACCEPTANCE: Acceptance shall occur and be deemed conclusive and payment shall be due in full unless at any time within thirty (30) days after receipt of PRODUCT, LICENSEE notifies DSC, in writing, of the failure of the PRODUCT to perform the functions delineated in the LICENSOR's Statement of Specifications. LICENSEE shall set forth in detail the specific areas where the PRODUCT fails to perform.

7.HARDWARE MODIFICATION: Should LICENSEE change its hardware platform to a different manufacturer's system which DSC does not support, DSC shall have no obligation to modify the PRODUCT to conform to such new equipment. If new system is a DSC supported UNIX platform, a transfer fee of twenty percent (20%) of license fee, or \$750, whichever is greater, shall be due. If new hardware platform is to a proprietary system which is supported by DSC, LICENSEE must relicense product for this new platform. A twenty five percent (25%) license fee discount will be applied to the new platform license.

8.PROPRIETARY RIGHTS: LICENSEE recognizes that the computer programs, system documentation, manuals and other materials supplied by DSC to LICENSEE are subject to the proprietary rights of DSC. LICENSEE agrees with DSC that the programs, documentation and all information or data supplied by DSC are trade secrets of DSC, are protected by civil and criminal law, are valuable to DSC and that their use and disclosure must be carefully and continuously controlled. DSC retains title to the software, documentation, information or data furnished by DSC in machine-readable form and training materials. LICENSEE shall keep each and every item to which DSC retains title free and clear of all claims, liens and encumbrances except those of DSC, and any act of LICENSEE, voluntary or involuntary, purporting to create a claim, lien or encumbrance of such an item shall be void. The computer programs and other items supplied by DSC hereunder are for the sole use of the LICENSEE. LICENSEE agrees that while this License is in effect or while it has custody or possession of any property of DSC, it will not directly or indirectly lease, license, sell, offer or negotiate to lease, license or sell or otherwise deal in the PRODUCT except as may be provided under this Agreement or for the sole and exclusive use of the LICENSEE. LICENSEE may copy or duplicate the magnetic version of the PRODUCT furnished by DSC for the sole and exclusive use by the LICENSEE as specifically required for the purpose of backup and catastrophic off-site storage. LICENSEE may copy or duplicate the DSC supplied documentation for the sole and exclusive use by the LICENSEE specifically required in the support of day-to-day usage of the PRODUCT.

9.UNAUTHORIZED ACTS: LICENSEE agrees to notify DSC immediately of the unauthorized possessions, use or knowledge of any item supplied under this License by any person or organization not authorized to have such possession.

10.INSPECTION: In order to assist DSC in the protection of its proprietary rights, LICENSEE shall permit representatives of DSC to inspect, at reasonable times, the items being supplied under this license.

11.TRANSFER: PRODUCT may not be transferred from the

original CPU to any other CPU without written authorization from DSC . A Transfer may require an additional license upgrade fee. A paid up maintenance agreement must be in effect before license transfer will be approved.

12.ASSIGNMENT: The rights of the LICENSEE hereunder shall not be assigned, licensed or transferred without prior written consent of DSC . DSC will not unduly withhold consent of an assignment or transfer in the event of an acquisition of the LICENSEE by an outside organization.

13.DELIVERY and DELAY: DSC will deliver the PRODUCT to the LICENSEE substantially in accordance with the time schedule set forth in Schedule B. Any time periods will be automatically delayed to the extent that delivery of such PRODUCT is prevented by any reason beyond the control of DSC .

14.WARRANTY: The warranties and limitations of warranties of DSC to the LICENSEE with respect to the PRODUCT are as follows:

(a)The license provided hereunder shall be free and clear of any liens and encumbrances.

(b)The PRODUCT shall perform in accordance with the specifications of LICENSOR so long as no malfunction shall exist with respect to any equipment.

(c)The use of auto dialers and /or voice recorded messages is governed by federal (FCC) and state laws. DSC makes no warranties or representations regarding LICENSEE’s use or application of this technology. DSC further recommends that LICENSEE seek independent legal counsel regarding the specific use of this technology and its compliance with these laws. Further more, LICENSEE indemnifies DSC from all legal claims, fines, or damages, whether directly or indirectly, resulting from the use of this technology.

(d)THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THIS AGREEMENT OR THE PRODUCT BEING PURCHASED HEREUNDER. DSC SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES WHICH MAY ARISE BY REASON OF ANY MALFUNCTION OF THE PRODUCT. THE REMEDY OF THE LICENSEE SHALL BE CORRECTION OF THE SOFTWARE DEFECT BY AND AT THE COST OF DSC.

15.REMEDIES: In the event of any violation of this Agreement, either party shall have the right to seek any remedy at law or equity including the right to injunctive relief.

16.NON-WAIVER: No delay or failure on the part of either party in exercising thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

17.BINDING EFFECT: This Agreement is binding upon the parties herein, their respective employees, agents, representatives and persons associated with them. It further binds each affiliated & subsidiary firm, person, corporation, or other organization who with the LICENSEE may enter a joint venture or other cooperative enterprise.

18.ALTERATION: This Agreement may not be waived, altered or modified without the prior written consent of DSC .

19.REPRESENTATION OF AGENTS: No agent, employee or representative of DSC has any authority to bind DSC to any affirmation, representation or warranty and unless such is specifically included within this Agreement, it shall not be enforceable by LICENSEE .

20.GOVERNING LAW: This Agreement shall be governed by the Laws of the State of Arizona.

21.TERMINATION and DEFAULT: In the event of default, DSC may terminate this Agreement upon five (5) days written notice, by Registered Mail, to the LICENSEE. In such event, all License Fees payable for the entire term of this Agreement shall without notice or demand by DSC immediately become due and payable as liquidated damages. Upon such default, and upon written demand by DSC , the LICENSEE shall forthwith return the PRODUCT in its possession to DSC in its original form and shall further return any and all copies that have been made. Default shall occur upon the occurrence of any of the following:

(a) LICENSEE `s failure to pay any amount within thirty (30) days after notice that such sum is due;

(b)The assignment, transfer, subleasing, or failure to report unauthorized possession of the PRODUCT herein by the LICENSEE , except as duly authorized by the terms of this Agreement;

(c)The bankruptcy of the LICENSEE : or

(d)The filing by the LICENSEE of any Petition under the Bankruptcy Laws.

22. Non Solicitation: Client agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain staff of DSC Systems Corp. during the term of this agreement, nor for a period of one (1) year after termination of this contract unless mutually agreed to by both parties.

WHEREFORE, the parties have executed this Agreement the day and year first above written.

Customer Initials & Date

Customer Authorized Representative