

TERMS & CONDITIONS

PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by RTT shall be determined by RTT unless otherwise specified in Attachment "A". CMPNY will rely on RTT to work as many hours as may be reasonably necessary to fulfill RTT's obligations under this Agreement.

PAYMENT. All invoices have Net 15 terms, unless otherwise indicated. If payment is not received in accordance to the above payment terms, there will be a 1.5% interest charge per month on late invoices. Further, RTT reserves the right to suspend services provided due to lack of payment if outstanding invoices are more than 30 days past due.

RELATIONSHIP OF PARTIES. It is understood by the parties that RTT is an independent contractor with respect to CMPNY, and not an employee of CMPNY. CMPNY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of RTT.

EMPLOYEES. RTT's employees and RTT independent contractors who perform services for CMPNY under this Agreement shall also be bound by the provisions of this Agreement.

INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"): CMPNY shall own the content on all CMPNY servers or services supported by RTT.

CONFIDENTIALITY. RTT recognizes that CMPNY has and will have the following information:

- Future plans
- Business affairs
- Trade secrets
- Customer and employee personal information
- Content on various servers or services

and other proprietary information (collectively, "Information") that are valuable, special and private assets of CMPNY. RTT agrees that neither RTT or its employees or agents will at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CMPNY.

RTT will follow best practices designed to protect the Information from both physical and electronic invasion and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

During the term of this Agreement (including any extension thereof) and thereafter, RTT agrees to keep all proprietary information of CMPNY confidential and shall not divulge to any person, firm or company, or in any way make use of any confidential information of CMPNY. RTT shall not directly or indirectly publish, communicate, divulge, disclose or use in any manner any of such information which has been designated by CMPNY as proprietary or confidential, or which from the surrounding circumstances reasonably ought to be treated as proprietary or confidential.

At the expiration or earlier cancellation of this Agreement, RTT shall return to CMPNY any and all material in its possession or control and belonging to CMPNY, including all records, data, information, and other documents and all copies, notes or other compilations thereof to CMPNY, and such shall remain the property of CMPNY.

UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that RTT has disclosed (or has threatened to disclose) Information in violation of this Agreement, CMPNY shall be entitled to an injunction to restrain RTT from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. CMPNY shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

RETURN OF RECORDS. Upon termination of this Agreement, RTT shall deliver in good and usable condition all records, notes, data, memoranda, models, information, software and equipment of any nature that are in RTT's possession or under RTT's control and that are CMPNY's property or relate to CMPNY's business. RTT will cooperate fully with CMPNY to transfer all software, information, and data to another server owned by CMPNY or by its agent. RTT will provide full technical support to insure a smooth transition.

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

RTT:

RoundTable Technology
P.O. Box 2313
Lewiston, ME 04241-2313

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and to compel strict compliance with every provision of this Agreement.

INDEMNIFICATION / HOLD HARMLESS. CMPNY irrevocably covenants, promises and agrees to indemnify RTT and to hold RTT harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which RTT may sustain or to which RTT may become subject arising out of or relating in any way to acts, errors, and/or omissions on the part of CMPNY, by its employees or agents other than RTT, concerning the conduct, actions or content of CMPNY's servers. Such indemnification shall include reasonable attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

FORCE MAJEURE. CMPNY agrees that RTT shall not be liable for any (i) losses; (ii) damage, including consequential damages; (iii) detention; (iv) delay or failure to perform in whole or in part resulting from causes beyond the control of RTT, including but not limited to acts of God; fires; strikes; insurrections; riots; embargoes; delays in transportation; inability to obtain supplies; or requirements or regulations of the United States government or any other civil or military authority. Delays or nonperformance excused by this provision shall not excuse payment of any amount due hereunder owed at the time of the occurrence.

GENERAL LIABILITY COVERAGE. RTT carries comprehensive commercial general liability insurance in an amount of not less than \$1 million per occurrence. RTT shall furnish CMPNY with a certificate of insurance indicating current coverage upon request.

NO ASSIGNMENT. RTT is acknowledged and agreed that CMPNY relies upon RTT's specific background and apparent expertise with respect to the subject matter of this Agreement as inducement and consideration to enter into this Agreement. Without the other party's express written consent, neither party may assign this Agreement in whole or in part to any third

party.

MEDIATION. It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

ATTORNEY'S FEES. The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Maine. RTT agrees to comply with all Federal, State and local laws and regulations governing the provision of services under this Contract. CMPNY may conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.