



Exhibit A

**Certified Maintenance Agreement
Monitor Dynamics, Inc.
Ver. 1.1**

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Section 1 – CMA Services Defined

Certified Maintenance Agreement (CMA)

Monitor Dynamics Inc. offers three levels of software support coverage for all SAFEnet Systems: Warranty Care Service, Intermediate Care Service, and Critical Care Service. The End Users can purchase CMAs through certified dealers or directly provided that they themselves are certified by Monitor Dynamics. Monitor Dynamics reserves the right to modify the pricing if the end user is not certified.

Warranty Care Service (WCS)

Warranty Service is our standard support coverage. It provides telephone support and assistance from our Customer Support Center during normal support hours (Monday – Friday, 7:00am – 6:00pm CST) as well as software and maintenance firmware updates.

Intermediate Care Service (ICS)

Intermediate Care Service is our extended maintenance service. It is equivalent to the warranty service. It provides telephone support and remote diagnostics assistance from our Customer Support Center during normal support hours (Monday-Friday, 7:00am – 6:00pm CST) as well as software and maintenance firmware updates. Additionally, the Dealer will receive access to the Dealer FTP site, access to Monitor Dynamics news servers, as well as online access to open and track technical support cases. This service can be purchased as an extended warranty or before the Warranty Care Service has expired.

Critical Care Service (CCS)

Critical Care Service is our premier level of software and technical support. If 24-hour support is required to meet critical customer needs, we recommend the around-the-clock provisions of Critical Care Service.

CCS offers the advantages of the Intermediate Care Service plus provides emergency standby coverage and assistance beyond normal support hours, weekends, and holidays. CCS also provides, at no additional charge, both software and maintenance release updates which include software enhancements. Additionally, the Dealer will receive access to the Dealer FTP site, access to Monitor Dynamics news servers, as well as online access to open and track technical support cases. This service can be purchased as an extended warranty or before the Warranty Care Service has expired.

NOTE: It is our policy to support the current version of each software release and the one previous version. All support calls for products not under warranty or a current CMA are subject to T&M charge or can be covered through the purchase of a CMA.

Figure 1 Illustrates Monitor Dynamics Inc.’s Service Offering Matrix

Figure 1

Services	Warranty Care Service	Intermediate Care Service	Critical Care Service
Telephone Support Certified Technicians M-F 7:00am – 6:00pm (CST)	X	X	X
Software Maintenance and Enhancement Release Updates	X	X	X
24-hour standby telephone support (emergency)			X
Firmware Maintenance and Enhancement Release Updates	X	X	X
Modem Diagnostic Support M-F 7:00am – 6:00pm (CST)		X	X
Access to Dealer FTP Site		X	X
Access to Monitor Dynamics News Servers		X	X
Access to Online Technical Support Case Log Tracking System		X	X

Section 2 – Service Details

Certified Maintenance Agreements

The CMA coverage as listed is available after, or as a supplement to, the initial warranty. Security Solution Partners (also referred to as Dealers) opting to purchase support services on an “as needed” basis only may do so at prevailing Time and Material Rates (T&M).

Security Solution Partners with a minimum of two trained and certified SAFEnet technicians will be qualified to purchase software maintenance agreements. Those individuals will be registered as the points of contact for the service agreement.

It is important to mention that customers without a CMA may experience a delay in service while the Monitor Dynamics technical support agent works with them to establish a method of payment for services. Valid methods of payment for T&M services can be by *credit card* or a *signed Purchase Order* for Security Solution Partners that have established a credit line.

Integrators or Security Solution Partners with sites not covered by Warranty, Intermediate Care Service or Critical Care Service options are encouraged to create an Open Purchase Order to cover T&M cost to reduce delay in support coverage. Pricing for T&M technical support services is covered in the Additional Support Services Cost Matrix (Figure 3) within this document.

For our Security Solution Partners (SSP) or integrators desiring to purchase a CMA for systems that are not under a current CMA, these systems may be subject to a recertification charge prior to inclusion under CMA as well as a charge for a software upgrade.

Monitor Dynamics will only accept calls from Security Solution Partners or integrators with current Service Maintenance Agreements. If a call is received from a SSP or integrator other than the SSP or integrator of record, Monitor Dynamics will require permission in written form from the end user stating that they (the end user) are requesting us to share data about their specific site with another SSP or integrator. After receiving the letter, the SSP or integrator of record will be notified and will be provided ample time to review the account before Monitor Dynamics will supply any information to any other integrator other than the SSP of record.

Standard Telephone Service

Our Customer Support Center provides standard telephone assistance during normal support hours (Mon – Fri, 7:00 a.m. – 6:00 p.m., CST). This also includes dial-in system interrogation and diagnosis ability for SAFEnet, Pointguard and iTRUST systems for those customers who have installed an access path (There is no charge for Critical Care Service and Intermediate Care Service customers; however, a fee is assessed for warranty customers.) To prepare for this service, the end user should supply an auto-answer modem (9600 baud or greater) or a network connection and all of the appropriate software in advance of a remote service request. A dedicated phone line and modem with PC Anywhere are preferred, but not required.

24 x 7 Coverage

A Security Solution Partner's product-certified technician may leave an emergency message, outside the normal coverage hours, in the technical support emergency mailbox by calling the standard technical support telephone number and leaving the message. If the system the caller is servicing has a valid **Critical Care Service** agreement and the call is an emergency in nature, there will be no charge for the after hours or holiday telephone technical support provided. If the caller is at a site which does not have a valid **Critical Care Service** agreement and requires telephone technical assistance, a purchase order at prevailing rates must be forwarded to the on-call technician prior to telephone support activities being rendered. Additional charges apply if modem diagnostic support is required.

Telephone Technical Support

During the Agreement, Monitor Dynamics will only accept service calls from employees of the Security Solution Partners of Record for the specific installation to which the support inquiry relates. This caller must have taken and passed a Monitor Dynamics certified course in the product they are servicing. Any other caller requiring technical assistance must forward to a document to Monitor Dynamics, in writing on the end user's company letterhead, either (1) granting permission from the end user to service the system or (2) stating that the SSP of Record has changed to the caller's current employer. End users do not have access to direct technical support from Monitor Dynamics.

Products Not Purchased from Monitor Dynamics

On many occasions, the Customer Support Center is requested to provide assistance on hardware and/or software products not purchased from Monitor Dynamics, or assistance is required due to problems caused by these products. When requested, the Customer Support Center will attempt to provide assistance where possible. All Customer Support assistance for such support requests will be billable under the T & M rates then currently in effect.

Software Enhancement Update Service

This service is included as required provision as new features and enhancements are found in software version updates. This service also includes updated documentation as appropriate. Depending on the product, separate charges may be applicable to enhancements or major version upgrades.

Software Maintenance Update Service

This service is included as part of the **Critical Care Service** and **Intermediate Care Service**.

Firmware Updates

Firmware updates are provided for IDC and Mercury hardware and Keypad/Readers for **Critical Care Service** and **Intermediate Care Service** customers, by request.

Figure 2 Illustrates the Maintenance Contract Cost Matrix

Figure 2

NOTE: These prices are list pricing and are discounted based on dealer status and as noted in this document.

	Intermediate Care Service ISC (M-F 7:00am – 6:00pm)	Critical Care Service CCS (24 Hours – 7 Days)
OS/2 Software		
OS/2 File Server, 1-3 Workstation, or 1-256 Readers, or 400-1000 IDS Points	\$12,000/Yr.	\$24,000/Yr.
OS/2 File Server, 3-12 Workstation, or 256 -512 Readers, or 400-5000 IDS Points	\$24,000/Yr.	\$48,000/Yr.
OS/2 File Server, 12-24 Workstation, or 512-1024 Readers, or 5000-20000 IDS Points	\$48,000/Yr.	\$96,000/Yr.
Larger OS/2 Systems will require a custom quotation	Consult Factory	Consult Factory
5.6.X Software		
5.6.X File Server, 1-3 Workstation, or 1-256 Readers, or 400-1000 IDS Points	\$5,600/Yr.	\$11,200/Yr.
5.6.X File Server, 3-12 Workstation, or 256-512 Readers, or 400-5000 IDS Points	\$9,200/Yr.	\$18,400/Yr.
5.6.X File Server, 12-24 Workstation, or 512-1024 readers, or -5000-20000 IDS Points	\$17,800/Yr.	\$35,600/Yr.
Multi-Server Head end or redundant servers please add.	\$3,200/Yr.	\$4,800/Yr.
Larger 5.6.X Systems will require a custom quotation	Consult Factory	Consult Factory
6.2.X Software		
6.2.X File Server, 1-3 Workstation, or 256 Readers, or 400-1000 IDS Points	\$3,600/Yr.	\$7,200/Yr.
6.2.X File Server, 3-12 Workstation, or 256-512 Readers, or 400-5000 IDS Points	\$7,200/Yr.	\$14,400/Yr.
6.2.X File Server, 12-24 Workstation, or 512-1024 Readers, or 5000-20000 IDS Points	\$14,400/Yr.	\$28,800/Yr.
Multi-Server Head end or redundant servers please add	\$3,200/Yr.	\$4,800/Yr.
Larger 6.2.X Systems will require a custom quotation	Consult Factory	Consult Factory

Itrust & Pointguard Software	Intermediate Care Services ISC (M-F 7:00am – 6:00pm)	Critical Care Services CCS (24 Hour – 7 Days)
PointGuard 6X System Not Available	\$590/Yr.	\$790/Yr.
PointGuard 7x or iTRUST Not Available	\$790/Yr.	\$990/Yr.
PointGuard Xtreme	\$790/Yr.	\$990/Yr.

Additional Support Services

Monitor Dynamics also offers various custom services such as software installation and configuration, site evaluation and commissioning, applications consulting and engineering, and Time & Materials (T&M) services for non-Software Support Agreement customers and products not covered under CMA. Prices for these services are listed below. These services include configuration of redundant solutions and SAFEnet 6.2.

Figure 3 Illustrates Additional Support Services Cost Matrix

Figure 3

On-Site Consulting/Support Fee	On-Hours	Off Hours/Weekends	Holidays	Other Costs
Per Diem Charges	\$500/Day	\$700/Day	\$900/Day	All expenses
Time & Materials (On Site)	Site Hours	Off Hours/Weekends	Holidays	Minimum
SAFEnet 6.2 Certified Technician	\$300/hour	\$400/hour	\$500/hour	4 hours
Time & Materials (Call-in Technical Support)	Regular Hours	Off Hours/Weekends	Holidays	Minimum
Safenet 6.2 Certified Technician	\$150/hour	\$200/hour	\$300/hour	1 hour
In House	Regular Hours	Off Hours/Weekends	Holidays	Minimum
Application Engineering & Specials	\$500/hour	\$600/hour	\$800/hour	4 hours
Factory Installation and Upgrade Fees	OS/2 to 6.2 Special Quote	5.4x, 5.6.1, 5.6.3 to 6.2 Special Quote	5.6.3 SP 3 to 6.2 \$1,800	Special Quote

Note: The above fees are non-discountable, except for sites with an active CMA.

Section 3 – Certification Requirements

Certification

The maintenance contracts are purchased through the Security Solution Partners. SSPs are required to be the first line of support for the customer. The SSP is required to install patches and updates on an as needed basis. They are also responsible for replacing faulty hardware with replacement parts when needed. Each site supported by the SSP would need to be covered by a maintenance agreement in order to receive support from Monitor Dynamics.

Each SSP is required to have certified personnel on staff before maintenance contracts can be purchased. This is to ensure the quality of support to the customer. We have several levels of certification as a part of our training program: Certified SAFEnet Administrator (CSA), Certified SAFEnet Technician (CST) and Certified SAFEnet Engineer (CSE).

Figure 4 Illustrates the Course Matrix and Certification Levels

Figure 4

Certifications	CSA	CST	CSE
SAFEnet 6.2 System Administrator	X		X
SAFEnet 6.2 Basic/IDC Hardware		X	X
SAFEnet Networking/DB Administration			X

Once the technician has completed the testing, they receive a certificate and a photo ID that illustrates their certification level and a PIN number that is used when they call into Monitor Dynamics technical support.

***Due to the complexity of the implementation of these advanced features, the advanced training requirement will be strictly enforced and monitored by Monitor Dynamics's Technical Support team. Monitor Dynamics reserves the right to require mandatory onsite implementation or additional support charges at the customer's expense.**

Figure 5 Illustrates Monitor Dynamics Inc.’s Course Cost Matrix

Figure 5

Course Number	Description	Cost per Student
SN-6001	SAFEnet 6.2 System Administration	\$2000
SN-6002	SAFEnet 6.2 Basic IDC/Mercury Hardware	\$2000
SN-TCPSQL	Networking / SQL Admin	\$2000
SN-563LGHDW	5.6.3 Legacy Hardware	\$2000

***Legacy Courses are available by request only and require a minimum of six students.**

***Legacy Courses are non-discountable.**

Costs above are for courses held at our corporate headquarters located in San Antonio, Texas.

Please visit www.MonitorDynamicsInc.com for course descriptions and registration information. Special training requests such as onsite visits, custom installations, etc. are available. For availability and pricing, please contact training administration at (210) 477-5400.

NOTE: On-site and custom training is priced irrespective of class size and is quoted separately. A signed purchase order is required to confirm a class reservation. Cancellations with less than three days notice will be assessed a 100% tuition penalty fee per student for factory and regional training, and a 100% tuition penalty for on-site and custom courses. All such penalties are plus expenses. The maximum number of seats in any single seminar is twelve. This is due to space and equipment limitations. It is possible to conduct a larger class, but this may require additional space, equipment, and instructors, which can either be provided by the customer or specially quoted by Monitor Dynamics.

Figure 6 Illustrates Certification Requirements for Each Dealer Level

Figure 6

Dealer Level	CSA	CST	CSE
Authorized Dealer (SSP)	X		
Advanced Integrator	X	X	
Enterprise Partner	X	X	X

As the Security Solution Partners advance their educational process, we offer discounts on the CMAs as an incentive for continuing education. If the dealer has at least two Certified SAFEnet Administrators, they will be listed as an Authorized SSP. If they have at least one Certified

SAFEnet Technician and one Certified SAFEnet Administrator, they will be listed as an Advanced Integrator. And, if they have at least one Certified SAFEnet Engineer, one Certified SAFEnet Technician and one Certified SAFEnet Administrator, they will be listed as an Enterprise Partner.

Figure 7 Illustrates the Dealer Discount Matrix

Figure 7

CMA Category	Intermediate Care Services	Critical Care Services
Dealer Certification Program Additional Discount		
Authorized Dealer (SSP)	5%	5%
Advanced Integrator	10%	10%
Enterprise Partner	15%	15%

An additional 5% discount is available for sites who are under warranty care and wish to either upgrade to Intermediate Care Service or Critical Care Service, or who purchase a multi-year CMA at the time of original sale. Any lapsed support coverage will include a re-instatement fee.

If the end user’s CMA has lapsed for a period greater than 90 days, Monitor Dynamics reserves the right to contact the end user directly for the purpose of selling a Certified Maintenance Agreement to this site. Initial customer contact will be through the dealer. A re-instatement fee will be applied to any site whose coverage has lapsed.

Figure 8 Illustrates the Recertification Costs

Figure 8

5.6 X Software	Recertification Fee
5.6X File Server, 1-3 Workstation, or 1-256 Readers, or 400-1000 IDS Points	\$1,800
5.6X File Server, 3-12 Workstation, or 256-512 Readers, or 400-5000 IDS Points	\$3,600
5.6X File Server, 12-24 Workstation, or 512-1024 Readers, or 5000-20000 IDS Points	\$7,200
Larger 5.6X Systems will require a custom quotation	\$14,400
6.2.X Software	
6.2.X File Server, 1-3 Workstation, or 1-256 Readers, or 400-1000 IDS Points	\$900
6.2.X File Server, 3-12 Workstation, or 256-512 Readers, or 400-5000 IDS Points	\$1,800
6.2.X File Server, 12-24 Workstation, or 512-1024 Readers, or 5000-20000 IDS Points	\$3,660
Larger 6.2.X Systems will require a custom quotation	\$7,200

NOTE: All re-certifications are subject to travel expenses and Field Engineer availability.

IMPORTANT NOTICE: There will be no re-certification or contract renewal for OS/2 systems after 2005.

Section 4 – Contractual Agreement

The following section includes the official document of the contractual agreement to be reviewed and signed off by the customer and Monitor Dynamics representative.

Certified Maintenance Agreement

AGREEMENT made this day of _____, 20__, by and between Monitor Dynamics, Inc. (hereinafter “Monitor Dynamics”), a Delaware Corporation, with principal offices at 12500 Network Blvd, Suite 306, San Antonio, Texas 78249 and the Dealer as listed below (hereinafter “Dealer”). The contract value is _____ based upon the Maintenance Cost Matrix in Exhibit A (Section-2, Figure-2)

Dealer Name:

Address:

WHEREAS, Monitor Dynamics designs, develops, markets, licenses, sublicenses, maintains, services and supports software and related documentation and equipment;

WHEREAS, the Dealer desires to acquire and pay for on a continuing basis, and Monitor Dynamics desires to provide and sell on a continuing basis, the services described in general terms below, which are more fully described in Exhibit A attached hereto and as may be amended, modified or added to by Monitor Dynamics from time to time for the specific site specified herein and after called (the “Services”);

WHEREAS, to avoid repetitive negotiations, the parties desire to enter into this Certified Maintenance Agreement establishing the terms and conditions which will be applicable to Monitor Dynamics’s provision of the Services to Dealer and Dealers purchase and payment for the Services.

NOW, THEREFORE, the parties hereby agree that Monitor Dynamics shall provide the following Services to the Dealer and the Dealer shall acquire these Services from Monitor Dynamics subject to the following terms and conditions.

- **Warranty Care Service**
Services are defined in Section 1, Paragraph 2 of Exhibit A

- **Intermediate Care Service**
Services are defined in Section 1, Paragraph 3 of Exhibit A

- **Critical Care Service**

Services are defined in Section 1, Paragraph 4 of Exhibit A

The Dealer will designate the points of contact for the Certified Maintenance Agreement. Each point of contact must have been trained and certified by Monitor Dynamics for the specific product support. The Dealer's Certified Technician will be required to provide their certification (PIN) number when they place a call to Monitor Dynamics for telephone support before maintenance services will be provided.

Contact 1

Name: _____
Certification: _____
PIN Number: _____

Contact 2

Name: _____
Certification: _____
PIN Number: _____

Contact 3

Name: _____
Certification: _____
PIN Number: _____

NOTE:

If there are more than three points of contact, please attach a list to this document.

Site Information

Site Name: _____
Site Address: _____

Site Contact Name: _____
Phone Number: _____

NOTE:

Please attach the site survey document to the contract.

1. SERVICES

1.1 Monitor Dynamics hereby offers to the Dealer the Services detailed in Section 2 (“Certified Maintenance Agreement”) of Exhibit A at the prices set forth in Figure 2, Section 2 of Exhibit A, attached hereto or at the prices then in effect at the time of Monitor Dynamics’s acceptance of an order for the Services from the Dealer.

1.2 Generally speaking, it is agreed that Dealer’s Purchase Order shall be the preferred method to be utilized by the Dealer as the principle document agreeing to acquire specific Services. Unless otherwise agreed to by both parties in writing for a specific transaction, no inconsistent or additional terms or conditions in any Purchase Order shall be applicable to a transaction within the scope of this Agreement. Both parties specifically agree that any terms and conditions on any of their Purchase Orders used hereunder (and not mutually agreed elsewhere in writing) which are in any way inconsistent with this Agreement shall be inapplicable and the terms of this Agreement shall govern.

1.3 Purchase Orders will normally be limited to the Services covered in Exhibit A, but may, however, be issued to Monitor Dynamics for other products or services.

1.4 Purchase Orders may be made in any written form (via facsimile or otherwise).

1.5 Monitor Dynamics shall not provide technical assistance to Dealer with respect to hardware needs or problems caused by the hardware, interfaces, operating systems, or software other than that provided by Monitor Dynamics. Service does not include installation, education, training, consulting, programming or other special services not provided for herein. Such services may, however, be obtained by Dealer under separate agreement with Monitor Dynamics.

1.6 Dealer may initiate requests for Service by calling technical support at 1-866-435-7634 or 1-866-723-3634 or to such other email address as Monitor Dynamics may from time to time designate. Monitor Dynamics shall respond to the request for Services by email. If Monitor Dynamics determines that telephone contact is required for the particular Service, Monitor Dynamics may telephone Dealer at a number provided by Dealer.

2. DURATION AND TERM OF AGREEMENT

2.1 The Effective Date of this Agreement is the date first written above. The initial term of this Agreement shall be for a period of 12 months beginning on the Effective Date of this Agreement. Upon expiration of the initial term, this Agreement may be renewed for successive periods of 12 months, provided an additional purchase order is issued by the Dealer and accepted by Monitor Dynamics.

3. FEES AND PAYMENT

3.1 Dealer agrees to pay Monitor Dynamics for the Services the amounts specified in Exhibit A. The prices for the Services selected by the Dealer, including the Software Protection Plan,

will be those prices then in effect at the time an order for Service is accepted by Monitor Dynamics. All sums are due and payable net 30 days from signing this Agreement.

3.2 Monitor Dynamics warrants that prices for Services provided and sold to Dealer as listed on Exhibit A are not less favorable than those extended to any other Dealer of Monitor Dynamics for the same or similar Services in similar quantities. In the event Monitor Dynamics reduces its prices for such Services at any time during the term of this Agreement, Monitor Dynamics agrees to reduce prices to Dealer accordingly. Additionally, Monitor Dynamics warrants that prices shall be complete except where taxes are applicable by law and that no additional charges of any type shall be added without Dealer's written consent.

4. LIMITATION OF LIABILITY

4.1 The Services provided by Monitor Dynamics under this Agreement shall be limited to technical issues relating to specific non-compliance of Monitor Dynamics's software and equipment with the appropriate applicable specifications.

4.2 Monitor Dynamics SHALL NOT BE LIABLE TO DEALER, OR ANY AGENT, OR REPRESENTATIVE OF DEALER, OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OF, INABILITY TO USE, PERFORMANCE OF, LACK OF PERFORMANCE OF, OR THE INABILITY TO CORRECT PROBLEMS AS REQUESTED BY THE DEALER, SUCH AS LOSS OF DATA OR PROGRAMS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF, INABILITY TO USE, PERFORMANCE OF, LACK OF PERFORMANCE OF, THE INABILITY TO CORRECT PROBLEMS WITH, OR THE FAILURE TO PROVIDE SERVICES, EVEN IF Monitor Dynamics HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

4.3 Monitor Dynamics' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE FEE ACTUALLY PAID BY DEALER FOR THE SERVICES ORDERED AND WHICH Monitor Dynamics HAS AGREED TO PROVIDE.

5. WARRANTIES

5.1 MONITOR DYNAMICS PROVIDES DEALER NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR IN WRITING, REGARDING ANY SOFTWARE, OR ANY UPDATES, FIXES, NEW VERSIONS, NEW RELEASES, OR UPGRADES

FOR ANY SOFTWARE, OR THE PERFORMANCE OF ANY SOFTWARE OR THE PERFORMANCE OF ANY UPDATES, FIXES, NEW VERSIONS, NEW RELEASES, OR UPGRADES FOR ANY SOFTWARE. Monitor Dynamics FURTHER PROVIDES NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS AS TO MONITOR DYNAMICS' ABILITY TO CORRECT OR FIX ANY PROBLEMS WITH ANY SOFTWARE, OR ANY UPDATES, FIXES, NEW VERSIONS, NEW RELEASES, OR UPGRADES FOR ANY SOFTWARE.

5.2 Monitor Dynamics warrants that the material, analysis, data, programs and/or Services to be provided hereunder will be of the kind and quality designated and will be performed by qualified personnel as defined solely by Monitor Dynamics.

Monitor Dynamics's sole responsibility under this warranty is to correct defects in the provision of the Services within a reasonable time-frame and in a manner determined by Monitor Dynamics or, at the option of Monitor Dynamics, to refund payment of the Fee for that portion of the defective Service. Monitor Dynamics will provide estimated timeframes for all corrections upon notice of defect.

5.3 MONITOR DYNAMICS DOES NOT WARRANT OR GUARANTEE THAT ANY PRODUCTS OR SERVICES DELIVERED HEREUNDER WILL BE ERROR FREE AND EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION, Monitor Dynamics MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS OR SERVICES DELIVERED HEREUNDER. FURTHER, MONITOR DYNAMICS DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.4 In order to assure the quality and ease of Service, Dealer warrants and agrees to:

(a) procure, install and operate hardware and operating systems that meet or exceed the specifications required by any Monitor Dynamics provided software as set forth in applicable Monitor Dynamics documentation;

(b) provide a proper environment for such hardware and software;

(c) if required by Monitor Dynamics during issue resolution, provide Monitor Dynamics online access and permission to the Dealer's run time environment;

(d) provide Monitor Dynamics with data files and other information deemed by Monitor Dynamics to be necessary in addressing a problem with the hardware and the software;

(e) make a reasonable effort to solve problems related to the hardware and the software before contacting Monitor Dynamics; and

(f) keep in effect at all times maintenance services on all third-party software and hardware from the licensors or sellers thereof and, if so requested by Monitor Dynamics, install all upgrades and new versions and releases of the third party software or hardware.

6. PROPRIETARY RIGHTS

Any Monitor Dynamics licensed products to be supplied to Dealer shall be covered by a separate software and/or hardware license. Those products, routines, subroutines, documentation, procedures, and other materials supplied for the purpose of completing work called for in Exhibit A shall remain the proprietary property of Monitor Dynamics.

7. NOTICES

Notices, delivery of product, documentation, and payments under the Agreement shall be sent to the following addresses unless subsequently changed by either party in writing.

Notices and invoices may be sent by first class mail, overnight mail, or facsimile transmission.

Monitor Dynamics
12500 Network Blvd. Suite 306
San Antonio, TX 78249
Fax: 210-477-5401

8. GENERAL

8.1 Either party shall have the right to terminate this Agreement in the event of any material default by the other party to this Agreement; provided however, no such termination shall occur until the non-defaulting party shall have given notice of the default to the defaulting party and such default shall not have been cured within five days in the event of a monetary default and thirty days in the event of a non-monetary default.

8.2 This Agreement may not be assigned, pledged or otherwise transferred voluntarily, by operation of law, or otherwise without prior written consent of Monitor Dynamics, and any such prohibited assignment shall be deemed null and void.

8.3 Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to, acts of God, or strikes.

8.4 The waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any past, current or future obligation to comply with such provision, condition or requirement and no waiver shall be effective unless made in writing and approved by an authorized representative of each party. In the event any provision of the Agreement shall be held to be illegal or otherwise unenforceable, such provision shall be severed and the remaining provision of the Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.

8.5 This Agreement will be governed by the laws of the State of Texas, United

States of America, exclusive of its conflicts of laws provisions. Dealer further agrees that the courts of the State of Texas shall have sole and exclusive jurisdiction and venue with regard to interpretation and enforcement of this Agreement, or any other dispute between the parties.

8.6 This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, addition or waiver of the terms and conditions of this Agreement shall be effective unless in writing signed by a duly authorized representative of the party against whom enforcement is sought. The foregoing notwithstanding, the terms and conditions of any Dealer purchase order or Dealer service request or other ordering document issued by Dealer in connection with this Agreement, which are, in addition to or inconsistent with the terms and conditions of the Agreement shall not be binding upon Monitor Dynamics and shall not be deemed to modify this Agreement in any way.

8.7 In the event that Dealer becomes bankrupt or insolvent, or is dissolved, Monitor Dynamics shall have the right to terminate this Agreement, and Monitor Dynamics shall in its sole and absolute judgment make any and all determinations on whether to continue or terminate the Agreement.

8.8 In the spirit of cooperation and with an eye toward resolving any dispute amicably and without the necessity of litigation, the parties shall attempt to resolve and settle any dispute, claim or controversy between them through consultation and negotiation prior to the commencement of any legal action to interpret or enforce this Agreement. In the event such attempts are unsuccessful, the disputing party shall notify the other party in writing of the nature of the dispute and the parties shall submit the dispute for non-binding mediation by a mutually-acceptable third-party, neutral mediator to be chosen by the parties within fourteen (14) days of receipt of notice. Participation in mediation shall not prejudice or waive any rights of either party to pursue all legal and equitable remedies (including damages and injunctive relief) in the event that the parties are unable to resolve the dispute through mediation. The parties agree to equally share the fees and expenses of the mediator and neither party may unreasonably withhold consent to the selection of a mediator.

9.0 NON-SOLICITATION OF EMPLOYEES

9.1 Dealer acknowledges that Monitor Dynamics's personnel represent a significant investment in recruitment and training and that the loss of such personnel would be detrimental to Monitor Dynamics's current and future business and profits.

9.2 In consideration of the foregoing, Dealer agrees that for the term of this Agreement and for a period of one (1) year after its termination, Dealer will not directly or indirectly:

a) recruit, hire, engage or attempt to recruit, hire or engage, discuss employment with, or otherwise utilized the services in any capacity of any person who shall have been an employee, agent of or consultant to Monitor Dynamics at any time during the term of this Agreement; or

b) induce any person who shall have been an employee, agent of or consultant to Monitor Dynamics at any time during the term of this Agreement to terminate his or her relationship with Monitor Dynamics or any related company or introduce such person to any potential employer.

10.0 Transfer of Certification Credentials form another Dealer

10.1 The Dealer agrees to pay Monitor Dynamics a sum of \$6,000 to transfer current certification credentials from an employee that they hire away from another 3rd party Dealer. Monitor Dynamics agrees to credit the \$6,000 to the account of the custom (3rd party) that paid for the training costs associated with obtaining the certification credentials.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the effective date first written above.

MONITOR DYNAMICS, INC.

DEALER / END USER

BY: _____

BY: _____

NAME: _____
(PRINTED OR TYPED)

NAME: _____
(PRINTED OR TYPED)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____