

UNIVERSE POINT RESELLER AGREEMENT

This Agreement is between Universe Point, LLC ("COMPANY") and the reseller ("RESELLER") and establishes the terms and conditions for RESELLER'S participation in the Universe Point Partnership Program (the "PROGRAM"). Under the PROGRAM, COMPANY will provide marketing and promotional support to RESELLER as specified in this Agreement related to RESELLER's purchase and license of COMPANY products for resale.

1. RESELLER Qualification

1.1 To ensure quality service and proper representation of COMPANY, RESELLER qualifications for PROGRAM will be reviewed internally by COMPANY. COMPANY reserves the right to disqualify applicants at its sole discretion.

2. Relationships

2.1. RESELLER is an independent contractor engaged in purchasing COMPANY products for resale to its customers. RESELLER is not an agent or legal representative of COMPANY for any purpose, and has no authority to act for, bind or commit COMPANY.

2.2. RESELLER has no authority to make any commitment on behalf of COMPANY with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. RESELLER has no authority to modify the warranty offered with COMPANY products. RESELLER will indemnify COMPANY from liability for any modified warranty or other commitment by RESELLER not specifically authorized by COMPANY.

2.3. RESELLER will not represent itself in any way that implies RESELLER is an agent or branch of COMPANY. RESELLER will immediately change or discontinue any representation or business practice found to be misleading or deceptive by COMPANY immediately upon notice from COMPANY.

3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by RESELLER and COMPANY. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2. COMPANY or RESELLER may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation that has accrued as of the date of termination.

3.3. COMPANY may, from time to time, give RESELLER written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

3.4. Upon expiration, non-renewal or termination of this Agreement, all interests in accrued marketing funds (if any) will automatically lapse.

4. RESELLER Programs

4.1. Reseller fee is to be paid upon acceptance to the PROGRAM.

4.2. COMPANY will invite RESELLER from time to time to participate in the co-operative advertising, market development and promotional programs offered by COMPANY. RESELLER may, at its option, participate in such programs during the term of this Agreement. COMPANY reserves the right to terminate or modify such programs at any time at its sole discretion.

4.3. RESELLER shall exert best efforts to market COMPANY products, and shall use all promotional materials supplied by COMPANY. It is RESELLER's responsibility to help its customers determine which system configuration would best serve their needs.

4.4. RESELLER shall have sufficient technical knowledge of the COMPANY products in general, and will have access to appropriate COMPANY sales and technical training.

4.5. COMPANY does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. COMPANY specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease manufacturing or supporting it.

4.6. RESELLER is expected and encouraged to advertise and promote the sales of COMPANY products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. COMPANY must approve all such materials that use COMPANY's name or trademarks. COMPANY will assist RESELLER in advertising and promoting COMPANY products in accordance with COMPANY's policy.

4.7. COMPANY will perform Monitoring Services in accordance with COMPANY Monitoring Agreement. See Attachment B.

5. Retail Prices

Retail prices are obtained from COMPANY'S central web site: <http://www.universepoint.com>
COMPANY will make its best effort to advise all RESELLERS when these prices change, but it is the RESELLER's responsibility to keep updated and periodically check for changes.

6. RESELLER Prices

Registered RESELLERS obtain discounts on the retail prices. COMPANY may change these percentages at any time. In the event the discounts change, the RESELLER will receive a notification that must be accepted or denied within 72 hours. In case the RESELLER does not accept

the new values, it may discontinue the agreement by sending a written notice. Not replying to COMPANY'S notification within the 72 hours will be considered an acceptance of the new percentages.

7. Terms of Payment

COMPANY requires that all payments be made in full from RESELLER to COMPANY before the license keys are released for the first 10 (ten) sales. After the 10th sale, more flexible terms may be negotiated at COMPANY'S discretion. The RESELLER will be obliged to pay in full (at appropriate discount level) for every license key that is released whether or not the RESELLER is successful in collecting the payment from the end-user. It is always the sole responsibility of the RESELLER to determine the credibility of and collect payment from the end-user. COMPANY offers a free 15-day trial for all its software and therefore does not grant requests for returns or refunds for license keys that have already been released.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL COMPANY BE LIABLE TO RESELLER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

9. Use of COMPANY Trademarks

9.1. RESELLER acknowledges the following:

9.1.a. COMPANY owns all right, title and interest in COMPANY product and COMPANY names and logotypes.

9.1.b. COMPANY is the owner of certain other trademarks and tradenames used in connection with certain product lines and software.

9.1.c. RESELLER will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with COMPANY.

9.2. During the term of this Agreement, RESELLER may indicate to the trade and to the public that it is an Authorized RESELLER of the COMPANY products. RESELLER may also use the COMPANY trademarks and tradenames to promote and solicit sales or licensing of COMPANY products if done so in strict accordance with COMPANY'S guidelines. RESELLER will not adopt or use such trademarks or tradenames, or any confusing word or symbol, as part of its company name or allow such marks or names to be used by others.

9.3. At the expiration or termination of this Agreement, RESELLER shall immediately discontinue any use of the COMPANY product and COMPANY names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a reseller of the COMPANY products.

10. Product Warranty

10.1. The warranty terms and conditions will be as specified in the PRODUCT License Agreement. See Attachment A.

10.2. COMPANY'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Software and Firmware

11.1. The software license terms will be specified in COMPANY product Standard Terms and Conditions of Sale and any Software Maintenance Agreement entered into by the parties.

11.2. One or more components of equipment RESELLER purchases may contain firmware programs built into their circuitry. RESELLER'S purchase of that equipment includes a non-exclusive license to use and sub-license the firmware only as part of the equipment and only under the following conditions: (a) COMPANY (or its supplier) retains all title and ownership to the programs; (b) the firmware may not be copied, disassembled, decompiled or reverse engineered under any circumstances; and (c) RESELLER will only transfer possession of the programs in conjunction with a transfer of equipment.

12. Proprietary Information

12.1. COMPANY and RESELLER shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care that that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

12.2. This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to COMPANY. RESELLER shall not have any right to manufacture COMPANY products.

13. Export Controls

Regardless of any disclosure made by RESELLER to COMPANY or Distributor of an ultimate destination of COMPANY products, RESELLER shall not export, either directly or indirectly, any documentation, COMPANY products, or system incorporating such COMPANY products without first obtaining a license as required by the United States Government.

15. Compliance with Laws

RESELLER agrees to comply with all laws and regulations that are applicable to the business that RESELLER transacts. RESELLER agrees to indemnify and hold COMPANY harmless for all liability or damages caused by RESELLER's failure to comply with the terms of this provision.

16. Government Contract Conditions

In the event that RESELLER elects to sell COMPANY products or services to the U.S. Government, RESELLER does so solely at its own option and risk, and agrees not to obligate COMPANY as a subcontractor or otherwise to the U.S. Government. RESELLER remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. COMPANY makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services, or prices to satisfy any such statutes and regulations.

17. Miscellaneous

Notices under this Agreement must be sent registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. Pennsylvania law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". COMPANY and RESELLER will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute that cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.

Attachment A

Universe Point Software Terms and Conditions

1.0 DEFINITIONS

1.1 "DOCUMENTATION" means the UNIVERSE POINT copyrighted materials, which document the functions of the SOFTWARE. UNIVERSE POINT provides LICENSEE with one (1) on-line set of DOCUMENTATION. Additional copies on optical media, or in printed format, may be purchased by the LICENSEE from UNIVERSE POINT.

1.2 "SOURCE CODE" means a program file, stored in character format that is written in a high-level computer language and can be translated to EXECUTABLE CODE by the appropriate compiler.

1.3 "EXECUTABLE CODE" means a program file, stored in character or binary format machine language that can be executed by a computer without modification or when linked into a program. EXECUTABLE CODE can be unsecure or secure (*i.e.*, requiring authorization from a LICENSE SERVER that executes code and limits the number of simultaneous users, as contracted by the LICENSEE).

1.4 "LICENSEE'S NETWORK" means one or more computers solely owned or rented, operated, and administered by LICENSEE, where each has in common an IP NETWORK ADDRESS, and on which the SOFTWARE is installed and registered with UNIVERSE POINT. A computer is not part of LICENSEE'S NETWORK if it is loaned, rented or sold to another, or if other than ELIGIBLE USERS are permitted access.

1.5 "ELIGIBLE USERS" means LICENSEE'S employees and direct contractors.

1.6 "SUPPORTED COMPUTER" means a computer that meets system requirements published by Universe Point from time to time.

1.7 "MONITORING AGREEMENT" means an agreement relating to the provision of backup monitoring services by UNIVERSE POINT.

1.8 "SOFTWARE" means the Universe Point ION™ software indicated in the Basic Terms.

1.9 "BASIC TERMS" mean the information and terms input and agreed to upon installation of the SOFTWARE

1.10 "AGREEMENT", means the BASIC TERMS and these TERMS AND CONDITIONS.

2.0 LICENSE GRANT. UNIVERSE POINT grants to LICENSEE a non-exclusive, nontransferable (except by permitted assignment under §5.0), license to use the SOFTWARE and DOCUMENTATION. LICENSEE agrees that the SOFTWARE is owned by UNIVERSE POINT, is subject to copyright held by UNIVERSE POINT and/or is maintained as a trade secret by UNIVERSE POINT, and that UNIVERSE POINT does not grant ownership rights to LICENSEE.

3.0 LICENSE RIGHTS AND OBLIGATIONS

3.1 LICENSEE is authorized to use the SOFTWARE only for LICENSEE'S own business purposes on LICENSEE'S NETWORK. LICENSEE is not authorized to sublicense, distribute, sell, or rent access to the SOFTWARE, or use the SOFTWARE as part of a service bureau, or other program sharing activity. LICENSEE is not authorized to use, or grant access to any person or entity, including any ELIGIBLE USER, to use the SOFTWARE for the purpose of developing a competing product, or to use or evaluate the SOFTWARE for any activities that are competitive with UNIVERSE POINT'S SOFTWARE (for example, but not limited to, design and development of similar products or functionality). LICENSEE'S grant to use the SOFTWARE is limited to business uses, and shall not include consumer use for personal, family, or household purposes. LICENSEE agrees that this is a business transaction, and not a consumer transaction.

3.2 Access to, and use of, the SOFTWARE is restricted to ELIGIBLE USERS. EXECUTABLE CODE can only be used on LICENSEE'S NETWORK.

3.3 LICENSEE agrees to protect UNIVERSE POINT'S trade secret SOFTWARE from use by, or disclosure or distribution to, persons who are not ELIGIBLE USERS, using at least such efforts as LICENSEE uses to protect its own valuable information.

3.4 LICENSEE may make copies of the DOCUMENTATION provided by UNIVERSE POINT only for internal distribution. Copies of the SOFTWARE may be made by LICENSEE only for backup and archival purposes.

3.5 LICENSEE agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property notices on or in the SOFTWARE, DOCUMENTATION, and DERIVATIVE FILES. LICENSEE agrees not to decompile or reverse engineer the SOFTWARE or data files supplied with the SOFTWARE.

3.6 UNIVERSE POINT may, upon reasonable notice and at its expense, undertake itself or direct a third party to audit, during business hours, the number of and use of copies of the SOFTWARE, the number of simultaneous users using the SOFTWARE, and compliance with this AGREEMENT and U.S. law. In the event the audit discloses LICENSEE is in breach of this AGREEMENT or U.S. law, then in addition to any other remedy available to UNIVERSE POINT, LICENSEE shall (i) reimburse UNIVERSE POINT for the actual expenses associated with the audit, (ii) compensate UNIVERSE POINT (at standard license rates) for the use of unauthorized copies or unauthorized simultaneous users, and (iii) be subject to termination without waiting for the cure period of § 11.2.

4.0 LICENSE TERM. The term shall begin at acceptance of this AGREEMENT, and continue for the term indicated in the Basic Terms, unless earlier terminated. Upon termination, LICENSEE shall comply with §9.4.

5.0 ASSIGNMENT. LICENSEE may not assign this AGREEMENT and the SOFTWARE, except with the prior written consent of UNIVERSE POINT, which may be given or withheld in UNIVERSE POINT's sole discretion. The assignee shall be required to execute a UNIVERSE POINT approved SOFTWARE LICENSE AGREEMENT. The assignee shall have no greater rights to use the SOFTWARE than were granted by UNIVERSE POINT to the LICENSEE.

6.0 WARRANTY. For the first thirty (30) days after delivery of the SOFTWARE by UNIVERSE POINT, UNIVERSE POINT warrants that the SOFTWARE, as originally delivered and unaltered, shall operate substantially as stated in the then current DOCUMENTATION, provided that the SOFTWARE is used with a SUPPORTED COMPUTER. "Delivery" shall mean when UNIVERSE POINT: (i) transfers the SOFTWARE to LICENSEE on physical media F.O.B. origin, or (ii) makes the SOFTWARE available to LICENSEE to download, or (iii) makes available authorization to LICENSEE to activate SOFTWARE already in its possession. UNIVERSE POINT does not warrant that the SOFTWARE shall meet any requirements imposed by LICENSEE. LICENSEE's exclusive remedy for breach of § 6.0 shall be to have UNIVERSE POINT correct any documented, non-conformity, which is reported, in writing, to UNIVERSE POINT within 30 days of Delivery. The method of correction of the non-conformity shall be selected solely by UNIVERSE POINT. This Warranty does not apply to (1) Monitoring services, which are only provided by separate MONITORING AGREEMENT between LICENSEE and UNIVERSE POINT or (2) any hardware device supplies to LICENSEE by UNIVERSE POINT.

7.0 LIMITATION OF LIABILITY

7.1 EXCEPT FOR THE EXPRESS WARRANTY IN § 6.0, UNIVERSE POINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AS TO THE SOFTWARE AND DOCUMENTATION, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No representations from UNIVERSE POINT, such as statements of capability, suitability for use, accuracy or performance, shall be a warranty by UNIVERSE POINT, or bind UNIVERSE POINT, unless contained in this AGREEMENT, or a written addendum executed by both parties.

7.2 UNIVERSE POINT SHALL NOT BE LIABLE FOR DAMAGES WHICH ARE: INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, OR RESULT FROM LOSS OF USE, DATA, OR PROFITS, OR THE USE OF THE SOFTWARE AND DOCUMENTATION, WHETHER BROUGHT IN AN ACTION OF CONTRACT, TORT, OR OTHERWISE, EVEN IF UNIVERSE POINT WAS ADVISED OF SUCH DAMAGES. IN NO EVENT SHALL UNIVERSE POINT'S LIABILITY TO LICENSEE FOR ANY REASON OR TYPE OF DAMAGES EXCEED THE LICENSE FEE PAID TO UNIVERSE POINT UNDER THIS AGREEMENT.

8.0 FEES AND TAXES. UNIVERSE POINT shall invoice LICENSE FEES upon shipment of the SOFTWARE. LICENSEE agrees to pay UNIVERSE POINT, in full, the invoiced FEES, within thirty (30) days of Delivery. All FEES are exclusive of any tariffs, duties, or government taxes. LICENSEE shall be liable for all tariffs, duties and taxes, relating to the possession or use of the SOFTWARE.

9.0 TERMINATION AND EXPIRATION

9.1 Either party shall have the right, without liability to the other party, to terminate this AGREEMENT if the other party commits a material breach, and fails to cure the breach, within thirty (30) days after notice from non-breaching party (except as otherwise provided in § 3.6).

9.2 Termination or expiration of this AGREEMENT shall not release LICENSEE from LICENSE FEES, or other obligations due to UNIVERSE POINT, or create an entitlement to a refund from UNIVERSE POINT. LICENSEE shall be obligated to pay the LICENSE FEE for the full TERM of this AGREEMENT, as indicated in the BASIC TERMS, without regard to the termination or expiration of this Agreement or the specific LICENSE(s) involved. Any arrangement that provides for multiple payments towards LICENSE FEES, during a LICENSE TERM, does not grant LICENSEE the right to make fewer than all payments. Termination or expiration of the AGREEMENT and/or LICENSE(s) shall not relieve LICENSEE from the obligation to pay any fees under any MONITORING AGREEMENT.

9.3 Upon expiration or termination of this AGREEMENT, LICENSEE shall, within five (5) days, purge the SOFTWARE from its computers, return or destroy all SOFTWARE and DOCUMENTATION to UNIVERSE POINT, with no right of further use, and certify in writing to UNIVERSE POINT compliance with this procedure. Expiration or termination of this Agreement shall not affect the following sections, which survive the expiration or termination: 7.0, 8.0, 9.0 and 10.0 (where the designation of a lead section means the survival of all subsections).

10.0 GENERAL

10.1 If part of this AGREEMENT is held unenforceable, that shall not affect the enforceability of the rest of this AGREEMENT. Failure to exercise rights under this AGREEMENT shall not constitute a waiver thereof.

10.2 Except for the disputes addressed in § 10.3, all other disputes shall be resolved by final, binding arbitration (with a single arbitrator) in Bucks County, Pennsylvania USA ("PA"), under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties shall have the rights of discovery and to compel the attendance of witnesses as exist in the U.S. District Court for Eastern District of Pennsylvania. Filing and arbitration fees shall initially be equally shared. Judgment upon an arbitration award may be enforced in any court with jurisdiction. Arbitration shall proceed expeditiously, with the hearing to begin within sixty (60) days of the filing of the notice with AAA (except when a party's noncompliance with discovery necessitates a delay).

10.3 In the event the sole issue in the dispute between the parties is the payment of fees, or if the moving party seeks injunctive relief, or if in a dispute subject to arbitration under § 10.0, the non-moving party objects to arbitration, then the moving party (at its sole election) may either (i) proceed with arbitration under § 10.2, or (ii) bring an action in the federal or state courts serving Bucks County, PA. If

litigation under this section is initiated to obtain an injunction, the moving party shall have the right to add non-injunctive relief to avoid two proceedings. The parties irrevocably consent to the exclusive jurisdiction of these courts. A proceeding arising out of this Agreement brought in any other court (except for the purpose of enforcing a previously obtained award or judgment) shall require the consent of the other party.

10.4 This AGREEMENT shall be controlled by PA law, including third party beneficiary law, except for those matters for which U.S. Federal law shall apply. The party which substantially prevails in arbitration/litigation shall be entitled to recover the costs and expenses of arbitration/litigation, including reasonable attorney's fees, as determined by the arbitrator or judge.

10.5 LICENSEE shall comply with United States law relating to the export of technical data, equipment, software and know-how, and with the Foreign Corrupt Practices Act of 1977, as amended.

10.6 Under this AGREEMENT, the parties are a licensor and licensee, and not joint ventures or partners. Neither party shall have authority to create any obligation for the other, except as expressly provided herein.

10.7 The terms of this AGREEMENT shall supersede the terms of LICENSEE's purchase order.

10.8 LICENSEE agrees to maintain the confidentiality of the financial terms of this AGREEMENT, except for the internal business purposes of LICENSEE, including access to LICENSEE's government and/or accounting auditors. This confidentiality shall survive termination or expiration of this AGREEMENT.

10.9 This AGREEMENT is the entire understanding between the parties, and supersedes all prior or contemporaneous, written or oral agreements with respect to the subject matter herein. All modifications shall be in writing and signed by the parties.

10.10 Any notice under this AGREEMENT shall be by hand delivery; or certified mail, return receipt requested; or Express Mail; or fax (with a confirmation report); or an overnight delivery service.

Attachment B

Universe Point Monitoring Agreement TERMS AND CONDITIONS

1. MONITORING SERVICES: UNIVERSE POINT agrees to provide monitoring services to CUSTOMER as follows: When UNIVERSE POINT receives a signal from CUSTOMER'S system indicating an error in CUSTOMER'S BACKUP, UNIVERSE POINT will make every reasonable effort to contact CUSTOMER at the email address and/or phone number(s) supplied by CUSTOMER by the end of the business day following the date the signal is received. CUSTOMER agrees to keep CUSTOMER'S contact information updated and current by notifying UNIVERSE POINT of any changes via E-mail, in writing or through Company's web site by logging in and giving appropriate information at the indicated prompts. CUSTOMER acknowledges that "monitoring service" means only that UNIVERSE POINT will react to notifications received by UNIVERSE POINT from CUSTOMER'S SYSTEM, and that CUSTOMER must have a functioning and licensed copy of the ION software as well as an active connection to the internet for UNIVERSE POINT to receive such notifications.

"BACKUP" means the process of copying or transferring some or all of the data located on the primary active storage media in CUSTOMER'S SYSTEM to an alternate storage media, which may either be internal or external to a particular computer.

"SYSTEM" means the hardware, operating system and software constituting CUSTOMER'S computer system and/or internal network.

"AGREEMENT", means the BASIC TERMS and these TERMS AND CONDITIONS.

"BASIC TERMS" mean the information and terms input and agreed to by CUSTOMER upon subscription to the monitoring services.

2. CUSTOMER'S SYSTEM: CUSTOMER understands that UNIVERSE POINT agrees to monitor BACKUPS of a SYSTEM owned by CUSTOMER and not installed, designed or recommended by UNIVERSE POINT. Customer is solely responsible for the choice and functioning of its SYSTEM. No representation is made by UNIVERSE POINT as to suitability or condition of CUSTOMER'S SYSTEM. Due to the many factors internal to a SYSTEM that may interfere with the functioning of the ION software and the signals received by UNIVERSE POINT'S monitoring center, UNIVERSE POINT reserves the right to decline or terminate service to CUSTOMER should CUSTOMER'S SYSTEM generate excessive false error or alert notices or otherwise not function properly. In the event service is terminated for this reason, CUSTOMER shall be entitled to a pro-rata refund of any pre-paid monitoring fees applicable to periods following termination.

3. TERM: Service will commence when test signals from CUSTOMER'S SYSTEM have been satisfactorily received by UNIVERSE POINT at its monitoring center. The term of this AGREEMENT shall continue for the period indicated in the BASIC TERMS. Following the term indicated in the BASIC TERMS, this AGREEMENT shall automatically renew on a month to month basis until either UNIVERSE POINT OR CUSTOMER notifies the other of termination via E-mail or in writing.

4. PAYMENT: In the event that CUSTOMER has elected monthly payments, such payments will be due in advance on the FIRST day of each month. In the event UNIVERSE POINT has not received payment for any month by the first day of the month, UNIVERSE POINT will notify CUSTOMER via E-mail and continue service for 5 days. If UNIVERSE POINT has not received CUSTOMER'S payment by the end of the 5 day period, UNIVERSE POINT may terminate monitoring services and shall notify CUSTOMER of such termination via E-mail. In the event that CUSTOMER has provided a credit card number as the method of billing, UNIVERSE POINT shall on or after the first of each month charge CUSTOMER'S credit card, in the amount of the monthly fee. Should the charge to CUSTOMER'S credit card be declined, UNIVERSE POINT will notify CUSTOMER via E-mail and continue service for 5 days during which time UNIVERSE POINT will attempt once each day to re-authorize the charge to CUSTOMER'S credit card. At the end of this 5 day period, if UNIVERSE POINT has been unable to authorize the charge to CUSTOMER'S credit card, UNIVERSE POINT may terminate monitoring services and shall notify CUSTOMER of such termination via E-mail.

4. CONNECTION TO CUSTOMER OWNED EQUIPMENT: UNIVERSE POINT assumes no responsibility whatsoever for the maintenance, operation or non operation, actuation or non-actuation, of CUSTOMER'S SYSTEM. UNIVERSE POINT reserves the right to terminate service in the event CUSTOMER'S SYSTEM is not in good operating condition and UNIVERSE POINT will not be liable for any damages, expenses or penalties as a result of termination under those circumstances. UNIVERSE POINT does not provide monitoring services for third party backup.

5. INTERNET CONNECTION: CUSTOMER understands and acknowledges that the signals from CUSTOMER'S SYSTEM are transmitted over the internet to UNIVERSE POINT'S monitoring center via CUSTOMER'S internet connection which may be through regular telephone lines, broadband Internet connection or other means of internet connection. In the event that CUSTOMER'S internet connection or service is unavailable, out of order, interrupted, shut down, non-functioning, disconnected or otherwise unable to transmit signals from CUSTOMER'S SYSTEM to UNIVERSE POINT'S monitoring center, such interruption will not be known to UNIVERSE POINT, and UNIVERSE POINT will assume that there are no errors or alerts to be reported by CUSTOMER'S SYSTEM. UNIVERSE

POINT has no obligation, and will not, monitor CUSTOMER'S internet connection or SYSTEM. CUSTOMER further acknowledges and agrees that signals that are transmitted over the internet through CUSTOMER'S internet connection and internet service provider are wholly beyond the control and jurisdiction of UNIVERSE POINT and are maintained and serviced by the operating service company, utility and/or internet service provider. CUSTOMER acknowledges that the internet is an unstable medium, and that UNIVERSE POINT may fail to receive accurate or timely alerts and error messages from CUSTOMER'S SYSTEM even if CUSTOMER'S internet connection is working properly. CUSTOMER understands that such operating companies may make changes that could result in the need to reprogram CUSTOMER'S system and/or the ION software in order for the software to continue contacting the monitoring center. In this event, failure to perform such reprogramming could result in alerts and error notices from CUSTOMER'S SYSTEM failing to reach UNIVERSE POINT'S monitoring center. UNIVERSE POINT shall have no responsibility or liability for the failure of any signal to reach the monitoring center due to the need for such reprogramming.

6. TAXES and FEES: The monitoring fee does not include any applicable taxes (including but not limited to sales taxes), permit fees, ISP fees, internet connection fees or similar fees or taxes that may arise from the provision of the monitoring services or use of the ION software, all of which are the sole responsibility of CUSTOMER. Should UNIVERSE POINT be assessed any such charges specifically regarding CUSTOMER'S SYSTEM or the provision of monitoring services to CUSTOMER, CUSTOMER shall reimburse UNIVERSE POINT for such amounts and UNIVERSE POINT may bill such charges to CUSTOMER'S credit card.

7. THIRD PARTY INDEMNIFICATION: In the event any person not a party to this AGREEMENT shall make a claim or file a lawsuit against UNIVERSE POINT or its agents, employees, successors or assigns for any reason relating to or arising from this AGREEMENT or the provision of the monitoring services, CUSTOMER will indemnify, defend and hold harmless UNIVERSE POINT, its agents, successors, assigns and employees from and against any and all resulting loss, liability, damages, costs and expenses (including reasonable attorney's fees).

9. LIMITATION OF LIABILITY:

9.1 CUSTOMER acknowledges and agrees that UNIVERSE POINT'S obligations hereunder are strictly limited receiving and reporting alerts and error messages generated by the ION software and CUSTOMER'S SYSTEM. The fees to be paid by CUSTOMER are based solely on the cost and value of these services, and UNIVERSE POINT has not agreed to assume, nor been compensated for assuming, any risk related to CUSTOMER'S SYSTEM, data or other property. UNIVERSE POINT shall not be responsible or liable for the failure of any BACKUP, and UNIVERSE POINT SHALL NOT BE LIABLE FOR LOST PROFITS, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGE TO CUSTOMER'S SYSTEM OR OTHER PROPERTY, OR LOSS OF OR DAMAGE TO DATA, EVEN IF UNIVERSE POINT WAS ADVISED OF SUCH DAMAGES AND SUCH DAMAGES ARE A RESULT OF UNIVERSE POINT'S FAILURE TO REPORT ANY ALERT OR ERROR.

9.2 UNIVERSE POINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AS TO THE MONITORING SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No representations on UNIVERSE POINT, such as statements of capability, suitability for use, accuracy or performance, shall be a warranty by UNIVERSE POINT, or bind UNIVERSE POINT, unless contained in this AGREEMENT, or a written addendum executed by both parties.

9.3 IN NO EVENT SHALL UNIVERSE POINT'S LIABILITY TO CUSTOMER FOR ANY REASON OR TYPE OF DAMAGES EXCEED THE MONITORING FEES PAID TO UNIVERSE POINT UNDER THIS AGREEMENT.

9.4 The provisions of this section 9 shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any obligation imposed by this agreement or from negligence, active or otherwise of UNIVERSE POINT, its agents, employees, servants, their assigns or successors.

10. SEVERABILITY: Whenever possible, each provision of this AGREEMENT will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this AGREEMENT.

11. CHOICE OF LAW, ARBITRATION AND EXCLUSIVE JURISDICTION:

11.1. Except for the disputes addressed in § 11.2, all other disputes relating to this AGREEMENT or the monitoring services shall be resolved by final, binding arbitration (with a single arbitrator) in Bucks County, Pennsylvania USA ("PA"), under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties shall have the rights of discovery and to compel the attendance of witnesses as exist in the U.S. District Court for Eastern District of Pennsylvania. Filing and arbitration fees shall initially be equally shared. Judgment upon an arbitration award may be enforced in any court with jurisdiction. Arbitration shall proceed expeditiously, with the hearing to begin within sixty (60) days of the filing of the notice with AAA (except when a party's noncompliance with discovery necessitates a delay).

11.2. In the event the sole issue in the dispute between the parties is the payment of fees, or if the moving party seeks injunctive relief, or if in a dispute subject to arbitration under § 11.1, the non-moving party objects to arbitration, then the moving party (at its sole election) may either (i) proceed with arbitration under § 11.2, or (ii) bring an action in the federal or state courts serving Bucks

County, PA. If litigation under this section is initiated to obtain an injunction, the moving party shall have the right to add non-injunctive relief to avoid two proceedings. The parties irrevocably consent to the exclusive jurisdiction of these courts. A proceeding arising out of this AGREEMENT brought in any other court (except for the purpose of enforcing a previously obtained award or judgment) shall require the consent of the other party.

11.3 This AGREEMENT shall be controlled by the internal laws of the Commonwealth of Pennsylvania, including third party beneficiary law, except for those matters for which U.S. Federal law shall apply. The party which substantially prevails in arbitration/litigation shall be entitled to recover the costs and expenses of arbitration/litigation, including reasonable attorney's fees, as determined by the arbitrator or judge

12. ASSIGNMENT: CUSTOMER may not assign this AGREEMENT except with the prior written consent of UNIVERSE POINT, which may be given or withheld in UNIVERSE POINT'S sole discretion. The assignee shall be required to execute a counterpart of this AGREEMENT. Otherwise, this AGREEMENT and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and its respective successors and assigns.

13. GENERAL PROVISIONS:

13.1 If part of this AGREEMENT is held unenforceable, that shall not affect the enforceability of the rest of this AGREEMENT. Failure to exercise rights under this AGREEMENT shall not constitute a waiver thereof.

13.2 The terms of this AGREEMENT shall supersede the terms of any purchase or service order.

13.3. CUSTOMER agrees to maintain the confidentiality of the financial terms of this AGREEMENT, except for the internal business purposes of CUSTOMER, including access to CUSTOMER'S government and/or accounting auditors. This confidentiality shall survive termination or expiration of this AGREEMENT.

13.4 This AGREEMENT is the entire understanding between the parties, and supersedes all prior or contemporaneous, written or oral agreements with respect to the subject matter herein. No modifications shall be effective unless in writing and signed by the parties.