

SALES ORDER TERMS AND CONDITIONS

1) ANY PRODUCT SALES AND/OR PROVISION OF SERVICES BY RTS TO CUSTOMER ARE SUBJECT TO THESE TERMS AND CONDITIONS. These terms and conditions may be modified by RTS from time to time without prior notice; Sales Orders will be subject to the terms and conditions posted on RTS' website at the time of the order. **IF CUSTOMER AND RTS HAVE ENTERED INTO A SEPARATE AGREEMENT GOVERNING THE PROVISION OF PRODUCTS AND/OR SERVICES, INCLUDING ANY SUPPLEMENTS AND AMENDMENTS, THEN, EXCEPT FOR THE PRODUCT SPECIFIC TERMS AND CONDITIONS, THE TERMS OF SUCH SEPARATE AGREEMENT WILL CONTROL WITH RESPECT TO THIS SALES ORDER.**

2) Orders. Except as otherwise set forth in this document, RTS' sales quote together with these terms and conditions constitute an unconditional offer ("Sales Order") by Relational Technology Services, Inc. ("RTS") to sell to you ("Customer"), on the following terms and conditions: (i) the products referenced in this Sales Order ("Products"), and/or (ii) certain services (including, without limitation, implementation and support services, whether performed by RTS or a subcontractor) referenced in this Sales Order ("RTS Services"), which may be subject to a separate scope of work ("Scope of Work"), and/or (iii) services which are sold by RTS as a distributor or sales agent, including but not limited to, extended warranty, support, or maintenance service by manufacturers ("Third Party Services"). RTS Services and Third Party Services will be collectively referred to herein as the "Services". All information contained in this Sales Order, including pricing, is strictly confidential and Customer will not disclose such information to any unrelated third party. Any action taken by Customer in response to this Sales Order will be deemed acceptance of this Sales Order and its terms and conditions.

3) Shipment. Products may be shipped in multiple deliveries. RTS' failure to meet a requested delivery date due to product unavailability or other reason beyond RTS' control, will not be cause for cancellation of the Sales Order by Customer. If a Sales Order is subject to final credit approval by RTS, and Products have not shipped within twenty (20) days of RTS' receipt of the signed Sales Order from Customer, the Sales Order will be deemed rejected. If pricing in a Sales Order is listed as 'budgetary', fulfillment of such Sales Order will be at RTS' sole discretion. Customer is responsible for all shipping and related charges.

4) Payment, Taxes, Late Charges. Payment for Products and Services, plus applicable taxes and shipping charges, will be due and payable as set forth in the Sales Order. Customer will reimburse RTS for all reasonable business expenses, including, without limitation, travel and out-of-pocket expenses, incurred by RTS in connection with the RTS Services, if any, which amount will be due and payable thirty (30) days from the date of RTS' invoice. Customer will reimburse RTS for all applicable taxes, fees, levies, imposts, duties or other charges imposed by the taxing authorities, excluding taxes on RTS' net income. If Customer is exempt from such taxes, fees or charges, Customer will provide RTS with the necessary supporting documentation at the time of purchase. RTS reserves the right to charge Customer interest on all past due invoices at the lesser of 1-1/2% per month or the highest rate allowed by law. In the event of a payment default, Customer will be responsible for all costs of collection, including court costs, filing fees, and reasonable attorneys' fees.

5) Title; Inspection. Title to the Products (excluding software) and risk of loss will pass to Customer F.O.B. origin. Customer will immediately inspect all Products upon its receipt. Any claims for shortages or discrepancies will be waived by Customer unless made in writing to RTS within five (5) days of receipt of the Products. All shipment of Products will be subject to RTS' purchase money security interest until full payment is received. Title to all software supplied to Customer under this Sales Order will remain with the applicable licensor(s).

6) Product Warranties. Customer understands that RTS is not the manufacturer of the Products purchased hereunder, and the only warranties are those of the manufacturer and not RTS. All new Products quoted are subject to the policies of the manufacturer, including, without limitation, cancellation and return policies and any requirements for applicable software licenses. Customer will have the benefit of all applicable manufacturer warranties and indemnities. All used Products are sold "AS-IS" without warranty unless otherwise specified in this Sales Order. All used Products may contain parts manufactured, altered, and/or repaired by a party other than the original manufacturer and may not be eligible for manufacturer's maintenance.

7) Software Licenses. Customer expressly acknowledges that all software is subject to the licensor's standard end-user license agreement or any direct agreement between Customer and such licensor. RTS may sell use of software to Customer under such direct agreement with prior consent of the licensor.

8) PRODUCT SPECIFIC TERMS AND CONDITIONS. Customer understands that RTS is not the manufacturer of the Products purchased hereunder and that manufacturer terms and conditions may apply. Certain manufacturers are identified below; other manufacturer terms can be found at www.rts.com/terms.

a) Avaya, Inc.: By signing the Sales Order, Customer agrees to be bound by the terms and conditions of the applicable Avaya end user license agreement (*Avaya Global License Terms*) which can be found at www.rts.com/terms.

b) Data Domain: The Data Domain limited warranties, end user license agreement, and support terms and conditions which can be found at www.datadomain.com/schedules/ are hereby incorporated by reference.

c) i365: RTS' acceptance of the Sales Order from Customer for i365 Products is contingent upon Customer's acceptance, execution and return of the *i365 Product Terms and Conditions* attached to this Sales Order.

d) IBM, Inc.: IBM products are subject to additional license terms, machine code license agreements, and statements of limited warranty ("IBM Terms"). By signing the Sales Order, Customer agrees to be bound by the terms and conditions of the applicable IBM Terms which can be found at www.rts.com/terms.

e) Interactive Intelligence, Inc. ("ININ"): The ININ License Agreement, including Exhibit A attached thereto, (collectively, the "EULA") is included with this Sales Order. Customer acknowledges receipt of the EULA prior to purchasing the license(s) to the ININ Products set forth in this Sales Order, and by signing this Sales Order, Customer agrees that receipt of the ININ Products constitutes full and sufficient consideration for, and acceptance by Customer of, all of the terms and conditions contained in the EULA. Annual support for ININ Products identified in the Sales Order, if any, is subject to the terms of the *Annual Support Agreement for Interactive Intelligence (ININ) Products* found at www.rts.com/terms unless a separate support agreement has been signed by the parties.

f) Red Hat, Inc.: By signing the Sales Order, Customer agrees to be bound by the Red Hat license agreement as posted on www.redhat.com/licenses that are applicable to the Red Hat products set forth in the Sales Order as of the date of the Sales Order (the "Red Hat Enterprise Agreement"). Customer acknowledges that it has read, understands and agrees to the Red Hat Enterprise Agreement, and Customer's receipt of the Red Hat products constitutes full and sufficient consideration for, and acceptance by Customer, of the Red Hat Enterprise Agreement.

9. SERVICES TERMS AND CONDITIONS

a) Service Warranties. RTS warrants that any RTS Services provided hereunder will be performed in accordance with generally accepted professional standards in a good and workmanlike manner. Customer's sole and exclusive remedy and RTS' entire liability with respect to this warranty will be, at the sole option of RTS, to either (a) use its reasonable commercial efforts to re-perform the RTS Services not in substantial compliance with this warranty, or (b) refund amounts paid by Customer related to the portion of the RTS Services not in substantial compliance; provided, that in each case, Customer notifies RTS in writing within five (5) business days after RTS' completion of the applicable RTS Services.

b) Subcontractors. RTS may, as it deems appropriate, use subcontractors for all or any portion of the RTS Services and in such event RTS will direct and be fully responsible for the coordination of all activities of such parties. For RTS Services that are subcontracted to Avaya, the applicable service descriptions and supplemental terms found at www.rts.com/terms are incorporated herein by reference.

c) Scope of Work. Where RTS Services are ordered requiring a Scope of Work, each Scope of Work hereby incorporates these Sales Order Terms and Conditions and constitutes a separate agreement with respect to the RTS Services performed. If there is a conflict between any term or condition of the Scope of Work and these Sales Order Terms and Conditions, the terms and conditions of this Sales Order will control, except as expressly amended in the applicable Scope of Work by specific reference to this Sales Order. RTS will have no obligation to commence any work in connection with the Scope of Work until such Scope of Work has been mutually agreed upon and executed by the parties.

d) Cooperation. In addition to any specific Customer duties set forth in any applicable Scope of Work, Customer agrees to cooperate with RTS in connection with the performance of the RTS Services by providing (i) timely responses to RTS inquiries and requests for approvals and authorizations; and (ii) access to any information or materials reasonably requested by RTS which are necessary in the performance of the RTS Services, including, without limitation, physical and remote access to Customer's computer systems. RTS will follow all reasonable Customer security rules and procedures as communicated in writing by Customer to RTS from time to time.

e) Access. When RTS Services are performed at the Customer's premises, RTS will attempt to perform such RTS Services within Customer's normal business hours unless otherwise set forth in the Scope of Work. Customer will provide RTS access to Customer's staff and any other Customer resources that RTS deems necessary to provide the RTS Services.

f) Third Party Services. All Third Party Services will be provided under the manufacturer's standard terms and conditions for such services, or under any direct agreement between Customer and such manufacturer, provided such manufacturer agrees that RTS may sell such Third Party Services to Customer under such direct agreement. The provision of such Third Party Services may be subject to a scope of work or other service agreement between the third party and Customer, including third party policies and procedures with respect to the Third Party Services. The third party will be responsible for providing the Third Party Services directly to the Customer, and Customer will look solely to the third party for all warranties and indemnities with respect to the Third Party Services, and for any loss, claims, or damages arising from or related to the provision of such Third Party Services ("Claims"), and Customer hereby releases RTS from any such Claims.

GENERAL TERMS AND CONDITIONS

10) Each party is and will remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. To the extent that any RTS proprietary materials are imbedded in any deliverable, Customer will have a non-exclusive, worldwide, fully paid-up, limited license to use, reproduce, copy and distribute such RTS proprietary materials for Customer's internal business purposes only. Customer acknowledges that RTS may incorporate intellectual property created by third parties into RTS deliverables ("Third Party Intellectual Property"). Customer agrees that its right to use the RTS deliverables containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties. Except as set forth above or in a Scope of Work, neither party will obtain any right or license in and to the other party's proprietary materials.

11) EXCEPT AS SET FORTH HEREIN OR IN ANY APPLICABLE SCOPE OF WORK, RTS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT. THE FOREGOING DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF RTS IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF RTS THAT IS INCONSISTENT WITH THE MANUFACTURER'S WARRANTY AND IS NOT EXPRESSLY AGREED TO IN WRITING BY RTS. If given prompt written notice by Customer of any claim of alleged patent, trademark or copyright infringement with respect to any Products, RTS will use reasonable efforts to secure for Customer such indemnity rights as the manufacturer may offer with respect to such Products.

12) Except for payment of amounts due hereunder, neither party will be responsible for failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation, product unavailability, carrier delays, delays due to severe weather conditions, failure of power, labor problems, acts of war, terrorism, acts of God, or acts of any governmental agency. **IN NO EVENT WILL CUSTOMER OR RTS OR ITS AFFILIATES, AGENTS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RTS' TOTAL LIABILITY UNDER THIS SALES ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR RTS SERVICES GIVING RISE TO THE CLAIM.**

13) Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and such party's shareholders, directors, officers, employees, representatives, agents, successors and assigns (collectively, the "Indemnified Party"), and will pay any and all damages, costs and expenses (including reasonable attorneys' fees) incurred by the Indemnified Party as a result of, or arising out of, claims, suits or demands of third parties for loss of life, personal injury and/or damage to real or tangible personal property, to the extent such loss or damage is caused by the gross negligence or willful misconduct of the Indemnifying Party related to the performance of the RTS Services. The indemnification obligations set forth herein are contingent upon the Indemnified Party providing the Indemnifying Party with prompt notice of any such claims and providing all reasonable assistance in the defense of such claims.

14) Customer will not solicit for hire the employees of RTS whether as employees or independent contractors, other than through general advertisements for employment, for a period of one (1) year from the last date of direct work by such employee in any Services activities related to this Sales Order.

15) Customer agrees to comply with the United States Export Administration Regulations or similar laws and/or regulations. In addition, manufacturers' warranties for products exported outside the United States may vary or may be null and void. Customer is exclusively responsible for obtaining from, or filing with, the United States federal government any applicable export licenses and/or documentation before exporting or re-exporting the commodities, technology and/or software sold or distributed under this Sales Order.

16) Each party consents to receiving electronic records, which may be provided via a Web browser or email application connected to the Internet. Electronic signatures or copies of signatures sent via fax or electronic means are the equivalent of written and signed original documents, and each party agrees that it has or it will adopt commercially reasonable policies, procedures, practices and technologies to ensure that all such signatures are authorized.

17) The Sales Order and any applicable Scope of Work will be governed by the laws of the State of Ohio without regard to conflicts of law rules. Any purchase order issued by Customer will be for administrative purposes only, and the parties agree that the terms and conditions contained in this Sales Order will control. **Acceptance of a Customer's purchase order in lieu of Customer's signature on the Sales Order will be at RTS' sole discretion.** Any additional or different terms and conditions contained in any purchase order are null and void and are superseded by this Sales Order, and RTS hereby gives notice of its objection of such additional terms. The relationship between RTS and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. If any provision of this Sales Order or a Scope of Work is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof will not be affected or impaired in any way. This Sales Order may not be modified or amended except in writing and signed by both parties.