



# Company Agreement

## PART I

### IDENTIFICATION OF PARTIES/SELECTION OF SCHEDULES

#### CAS Software, Inc. DBA Clients First Business Solutions

901 W. Bardin Road  
Arlington, Texas 76017  
Fax: 888.486.0374

#### Client

CAS Software, Inc. (DBA Clients First Business Solutions) and Client agree that Clients First Business Solutions will provide Products as described in the Schedules set forth below, each of which is attached to and incorporated as part of this Agreement.

Schedule 1 – As per the pricing and narrative of the *Proposal Recommendation Dated xxxx*

Client’s execution of this Agreement includes Client’s agreement to be bound by the General Terms and Conditions set forth below and the provisions of the designated Schedules attached hereto and incorporated herein. This Agreement shall become effective upon the date accepted in writing by Clients First Business Solutions (the “Effective Date”).

Client:  
\_\_\_\_\_

Accepted by:  
Clients First Business Solutions

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

General Terms & Conditions

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# Clients First Business Solutions

## PART II GENERAL TERMS AND CONDITIONS (PRODUCTS)

These General Terms and Conditions set forth below are fully applicable to each Schedule referenced in Part I above. Client agrees to engage CAS Software, Inc (DBA Clients First Business Solutions herein referred to as the "Company") to purchase certain software and/or hardware upon the terms and conditions as set forth in this Agreement and in those certain Schedules attached to this Agreement. In the event of any conflict, the General Terms and Conditions shall take precedence over the provisions of any Schedule, Exhibit or Attachment.

1. Products. Company agrees to sell to Client, and Client agrees to purchase from Company, the software modules (the "Software") and/or hardware listed on the attached Schedule(s) and made a part hereof at the quantities and for the price per unit listed on the applicable Schedule (the Software and/or hardware so identified on the applicable Schedule shall be collectively referred to as the "Products"). The total purchase price for the Products is referenced at the bottom of the applicable Schedule(s) (the "Purchase Price").

2. Payment.

(A) Deposit. With respect to any Products, the amount referred to as the deposit required on the applicable Schedule shall be paid by Client upon their execution of the applicable Schedule (the "Deposit"). The balance (including all applicable taxes and all shipping charge relating to delivery of the Products to Client's location) shall be paid by Client as set forth on the applicable Schedule.

(B) Inability to Deliver. In the event that Products set forth in the applicable Schedule cannot be delivered by Company (except due to breach by Client), that portion of the Purchase Price (including the Deposit) previously paid to Company (in excess of that portion of the Purchase Price attributable to Products delivered to, and accepted by) shall be promptly refunded to Client.

3. Software Licenses. Client acknowledges and understands that the terms and conditions concerning Client's use of the Software set forth in the applicable Schedule are described in the third-party licenses provided by the specific manufacturer/licensor of the Software set forth in the applicable Schedule, and such licenses are solely between such manufacturer/licensor and Client.

4. Representations of Client. Client hereby represents and warrants that:

(A) Client has independently evaluated the Products and is not relying on any verbal representations by Company in deciding to purchase the Products; and

(B) Client's representative has the authority necessary to act on behalf of and to bind Client in all respects in connection with this Agreement.

5. Limited Warranty.

(A) Company represents to Client that it has the right to resell and distribute the Products, and that this Agreement will not violate any agreement of Company with those supplying the Products.

(B) ALL WARRANTIES ARE LIMITED TO THOSE WARRANTIES PROVIDED BY THE MANUFACTURER OR LICENSOR OF THE PRODUCTS. THE PARTIES AGREE THAT THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY REGARDING THE PRODUCTS SHALL BE LIMITED TO THE TERMS PROVIDED IN THE MANUFACTURER'S OR LICENSOR'S WARRANTY.

(C) COMPANY HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES RELATING TO CLIENT'S HARDWARE OR SOFTWARE OR THE PRODUCTS. EXCEPT FOR THE WARRANTIES SPECIFICALLY CONTAINED HEREIN, COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, CONDITION, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NONINFRINGEMENT.

6. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR LOSSES CAUSED BY DELAY, OR OTHERWISE, ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL GROUND OF ACTION.

7. Legal Expenses. In the event of any litigation, the prevailing party shall be entitled to receive its reasonable attorneys' fees and related costs.

8. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas, excluding conflicts of law. Venue shall lie in Tarrant County, Texas.

9. Force Majeure. If Company is prevented from performing any portion of the Agreement by causes beyond its control, including but not limited to labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, it will be excused from performance for the period of the delay and for a reasonable time thereafter. If such failure to perform continues for more than thirty (30) days, Client shall have the right to terminate this Agreement.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

11. Amendments. This Agreement may be amended only by a written agreement executed by all of the parties hereto.

12. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person, by confirmed facsimile (with copy sent by regular mail on the same day), or by registered or certified mail, return receipt requested, postage and fees prepaid, first class mail, to the respective party's address or facsimile number contained on Part I. Any party hereto may change the address designated for mailing by written notice to the other party. All such notices shall be deemed to be given when delivered in person, on the day after delivery if by confirmed facsimile, or on the third business day after sent by registered or certified mail.

13. Entire Agreement. This Agreement, together with the applicable Schedule(s), shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated hereby.

General Terms & Conditions

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Clients Initials \_\_\_\_\_

Date \_\_\_\_\_