PRODUCT AND SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("General Terms") are the agreement between our Customer ("Customer") and Columbus US Inc. and its affiliated entities ("Columbus"). This Agreement governs and controls all business (including but not limited to all Request for Proposals, Customer Sales Agreements, Purchase Orders, Invoices, Statements of Work, and services, delivery and installation of all Licensed Software) conducted between the Customer and Columbus.

1. Effective Date: Customer hereby engages Columbus to deliver product or perform services as of the signature date. This agreement is effective when accepted by Columbus.
2. Definitions. For the purposes of the Agreement:
   (a)   "*Products*" means Licensed and/or Customized Software, and related documentation provided pursuant to a mutually executed Statement of Work.
   (b)   "*Services*" means all services required or requested by the Customer.
3. Payment for Product: Except as otherwise provided in this Agreement, payment for the Products described thereon is prepayment with order by Customer. There are no returns for products purchased.
4. Payment for Professional Services: Except as otherwise provided on the face of this Agreement, Columbus will invoice charges for professional services twice a month at its then current rates. The service time stated on the face of this Agreement is an estimate. Service charges will be based upon actual time expended. Payment for services will be due Net 14. A late charge may be assessed on any past due (over 30 days) amount at the rate of 1 ½% per month or the maximum rate permitted by applicable law, whichever is less. All travel time will be billed at current hourly rates. Expenses are billed as incurred. Work performed outside of normal business hours will be billed at 1 ½ times the current hourly rate. Any required deposits are non-refundable. Services may be put on hold if invoice payment is overdue.
5. Limitation of Liability:
   (A)   COLUMBUS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THIRD PARTY SOFTWARE (LICENSED SOFTWARE) DELIVERED HEREUNDER INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COLUMBUS SHALL HAVE NO LIABILITY WHATSOEVER REGARDING ANY CLAIM OF PATENT OR COPYRIGHT INFRINGEMENT REGARDING LICENSED SOFTWARE INSTALLED UNDER TERMS OF THIS AGREEMENT BUT SHALL ASSIGN TO CUSTOMER ANY APPLICABLE MANUFACTURER'S WARRANTY AGAINST INFRINGEMENT.
   (B)   IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA, OR FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND WHETHER SUCH DAMAGES WERE FORESEEABLE, AND WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
   (C)   EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER, FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY INDIVIDUAL STATEMENT OF WORK TO THIS AGREEMENT, (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID TO COLUMBUS UNDER THIS AGREEMENT.
   (D)   THE PARTIES AGREE THAT NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT OR A STATEMENT OF WORK, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.
6. Non-solicitation.
   (a)   Customer agrees not to solicit, contract with, hire or otherwise engage the services of any Columbus employee rendering services hereunder during the term of this Agreement and for a period of 180 days after termination hereof.
   (b)   Further, Customer hereby acknowledges Columbus has made significant investment in training employees to render the services provided hereunder, and agrees that upon breach or violation of this non-solicitation / non-competition obligation, Columbus shall be entitled to: (1) reimbursement in the amount of $20,000 for said training as liquidated damages; (2) recover reasonable attorneys' fees incurred in the enforcement of this Agreement; and (3) obtain injunctive relief to restrain and enjoin any actual or threatened breach of any provision hereunder. All of Columbus's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy.
7. Term and Termination.
   (a)   This Agreement is effective as of the Effective Date and continues until terminated. Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party. If this Agreement is terminated before a Statement of Work ends, the Term will continue only for that Statement Of Work until that Statement Of Work's term ends.
   (b)   Upon termination, neither Party will be relieved of any existing obligations. Customer shall pay to Columbus any undisputed amounts owed pursuant to this Agreement through the date of termination.
   (c)   Upon termination of this Agreement and payment of all amounts owed, Columbus shall deliver to Client all Customized Software, whether completed or not, that is in the possession of Columbus.
8. Contingencies: Columbus shall not be liable for any damages or penalty for delay, for failure to give notice of delay, for failure to perform, or failure to give notice of nonperformance, including, but not limited to any delay or nonperformance due to any cause beyond the reasonable control of Columbus. The effective performance schedule, if any, shall be extended by a period of time equal to the time lost because of any delay.
9. General: This Agreement constitutes the complete and exclusive statement of the terms and conditions between Customer and Columbus regarding the subject matter hereof and cannot be altered, amended or modified except in writing executed by an authorized representative of each party. Customer may not transfer or assign this Agreement, any license created hereunder or any if its rights or duties to any other person or entity without Columbus's prior written consent. This Agreement shall be construed and enforced in accordance with the laws of the state of Minnesota. The Parties hereby consent binding arbitration under the rules of the American Arbitration Association be conducted in Ramsey County, State of Minnesota. In the event it is necessary for either party to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs of such enforcement, whether by legal proceeding or not, including its reasonable attorney's fees. Should any provision(s) of this Agreement be held invalid or otherwise unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.