BOARD

SaaS SERVICES AGREEMENT

This BOARD SaaS Services Agreement ("**Agreement**") is entered into as of this ____ day of _____, 20__ ("Effective Date") by and between BOARD International SA ("**BOARD**"), a corporation with offices at _____, and _____ ("**Customer**"), a governmental entity with offices at _____.

WHEREAS, BOARD has developed the Licensed Software (as defined below) and makes the Licensed Software available to its customers; and

WHEREAS, Customer and BOARD (the "Parties" and each, a "Party") desire to set forth the terms and conditions pursuant to which Customer may license the Licensed Software;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions and Interpretation.

1.1 "**Available**" or "**Availability**" shall mean, with respect to Licensed Software, that the Licensed Software can be accessed by Customer via a secure password protected site(s) hosted by BOARD, or its vendors, on the world wide web except for: (i) Planned Maintenance Downtime; (ii) downtime caused by circumstances beyond BOARD's control, including without limitation, a Force Majeure Event as set forth in Appendix A, Section 11C of DIR Contract No. DIR-TSO-3452.; (iii) general Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within BOARD's control; and (iv) network intrusions or denial-of-service attacks.

1.2 "**Business Day**" shall mean a day other than a Saturday, Sunday or national bank holiday in the United States.

1.3 "**Confidential Information, to the extent allowable under the Texas Public Information Act,** " means any information whether oral, or written, of a private, secret, proprietary or confidential nature, concerning either Party or its business operations, that is either clearly labeled as such or should be reasonably be understood to be confidential or proprietary, including without limitation: (a) business plans, marketing plans, financial data, employee data, technical information and know how, (b) the System and, (c) Customer Data and Customer Work Product. Confidential Information will not include information that: (i) was rightfully in the public domain prior to receiving such information, or (ii) becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving Party after rightful disclosure from a third party not under an obligation of confidentiality.

1.4 **"Customer Data"** shall mean all proprietary information of Customer submitted to, stored within, or processed using the Licensed Software.

1.5 "**Defect**" means (i) a source code bug in the Licensed Software or (ii) a failure or malfunction in the System, in each case that produces an incorrect or unexpected result, or causes the Licensed Software to operate in unintended ways or causes the Licensed Software to operate in a manner substantially inconsistent with the Documentation.

1.6 **"Documentation"** shall mean the specifications, technical data and other information made available by BOARD to Customer online at www.board.com or any successor website.

1.7 **"Licensed Software**" shall mean that particular BOARD proprietary software specified in a valid, effective Order Form, and any Upgrades to such Licensed Software made available by BOARD to Customer under the Agreement.

1.8 **"License Term"** shall mean the periods of time during which Customer will have access to the System in order to use the Licensed Software, as set forth on the Order Forms executed and delivered pursuant to DIR Contract No. DIR-TSO-3452 and this Agreement from time to time.

1.9 **"Named User"** shall mean any Customer employee, consultant, contractor, service provider or agent who is authorized by Customer to access and use the Licensed Software for Customer's internal business purposes with a unique username and password. However, a Named User may not be a competitor of BOARD, except with BOARD's prior written consent.

1.10 **"Order Form"** shall mean an ordering document representing the initial or a subsequent licensing of the particular Licensed Software set forth therein, each in the form attached as Exhibit A hereto.

1.11 **"Planned Maintenance Downtime"** shall mean the time during which the Licensed Software is unavailable to the Customer for BOARD to perform maintenance and provide Upgrades.

1.12 **"System"** means all of BOARD's property and technology (including hardware, software, networks, methodologies, algorithms, products, processes, know-how, techniques, designs and other tangible or intangible property) that is used by BOARD in providing access to the Licensed Software.

1.13 **"Support Portal"** means the BOARD maintenance and support website available at http://support.board.com/ or any successor website.

1.14 **"Upgrade"** means a revision to or modification of the Licensed Software. Such modifications or revisions may: (i) improve upon or repair existing features and operations within the Licensed Software, (ii) modify the Software to comply with applicable laws, regulations, industry standards or market practice or (iii) add enhanced functionality to the Licensed Software.

1.15 Clauses, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.16 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.17 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.19 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.20 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.21 A reference to writing or written includes faxes but not e-mail.

1.22 References to Sections and Exhibits are to the Sections and Exhibits of this Agreement.

2. License Grant.

2.1 License Grant. Subject to the terms, conditions and restrictions of DIR Contract No. DIR-TSO-3452 and this Agreement, BOARD hereby grants Customer a limited, personal, worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right and license to permit Named Users to access and use the Licensed Software specified on each Order Form during the License Term set forth in such Order Form.

2.2 Reservation of Rights. Except for the limited right to access the Licensed Software granted herein, no other right, title or interest in the intellectual property rights or technology of BOARD is granted and all such rights are hereby expressly reserved.

3. Payment for Licensed Software.

3.1 Order Forms. From time to time during the term of this Agreement, BOARD and Customer may agree to add Licensed Software to this Agreement by agreeing an Order Form setting forth the Licensed Software to be licensed, the license fees payable with respect to such Licensed Software, the term during which access to such Licensed Software shall be provided to Customer and any other terms and conditions relating to such additional Licensed Software as the Parties may mutually agree upon.

3.2 Invoicing and Payment. License fees for the Licensed Software shall be invoiced and due and payable as set forth in Appendix A, Section 8I & 8J of DIR Contract No. DIR-TSO-3452 and on the applicable Order Form. The invoice shall be issued by and paid to the BOARD entity which is local to the Customer and is set out on the Order Form. Except as set forth on the applicable Order Form, all license fees are payable annually in advance. All payment obligations are non-cancellable and all amounts paid are non-refundable. All fees shall be quoted and invoiced in the currency set forth in the applicable Order Form. **Fees.** The fees for Customer's access to the Licensed Software are billed in advance based on the maximum number of Named Users authorized to access the Licensed Software.

3.3 License True-Up. If BOARD determines that Customer has exceeded the number of Named Users or other license terms set forth in the applicable Order Form, BOARD shall notify Customer. Customer shall, within thirty (30) days of such notification, regain compliance, including, as applicable, by paying additional fees for any additional Named Users accessing the Licensed Software at the pricing set forth in Appendix C of DIR Contract No. Dir-TSO-3452 and the applicable Order Form.

3.4 Suspension of System Access. With or without notice to Customer, BOARD reserves the right to disable Customer's usernames and passwords and suspend access to the Licensed Software if Customer has undisputed amounts more than thirty (30) days past due, without liability to the Customer, until all such undisputed amounts are paid in full.

Tax. Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3452.

4. Provision and Use of Licensed Software.

4.1 Availability. During any calendar year, the production instances of the Licensed Software shall be Available 99.5% of the time. In the event that BOARD fails to maintain the foregoing availability of the Licensed Software and provided that the Customer is currently

running on a supported version of the Licensed Software as set forth in Section 5.5 below, Customer's sole and exclusive remedy shall be to request (1) a service credit equal to 2% of the monthly fees paid in such calendar year if the Availability is between 99.4% and 99%; or a service credit equal to 4% of the monthly fees paid in such calendar year if the Availability is less than 99%. The Customer acknowledges and agrees that the terms of this Section 4.1 relating to service credits constitute a genuine pre-estimate of the loss or damage that the Customer might suffer as a result of BOARD's delivery failure and are not intended to operate as a penalty for BOARD's non-performance.

4.2 **Service Credits and Extensions.** Customer must request all service credits or extensions in writing to BOARD within thirty (30) days of the failure, identifying the relevant technical support request relating to the failure. BOARD will issue a credit memo acknowledging the credit or extension within thirty (30) days of Customer's request.

4.3 **Upgrades.**

4.3.1 **Cost; Application.** Upgrades are provided to Customer at no additional fee, including all Documentation describing the purpose and function of the Upgrades. Upgrades shall be applied to the Licensed Software by BOARD as such Upgrades are developed and released to BOARD's general user base. BOARD reserves the right to determine how and when to develop and apply any Upgrades. Upgrades shall not degrade the performance, functioning or operation of the Licensed Software. BOARD retains the sole and exclusive discretion to provide new functionality as an Upgrade to existing Licensed Software or as separate, stand-alone software.

4.4 **Unique Authentication.** Access to and use of the Licensed Software is restricted to Customer's authorized Named Users only. Customer shall be responsible to ensure all Named Users maintain the security of any password, username, or other form of authentication involved in obtaining access to the Licensed Software. Usernames and passwords must be uniquely assigned to a specific individual and may not be shared by multiple individuals at any one time or transferred.

4.5 **Datacenter and Security Requirements.** BOARD agrees that it shall make the Licensed Software available to Customer using a SAS 70 Type II certified (or equivalent) data center in a manner consistent with the following requirements:

4.5.1 BOARD shall, or require its vendors to, implement and maintain procedures to segregate Customer Data from BOARD's data and data belonging to BOARD's other customers.

4.5.2 BOARD shall, or require its vendors to, establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards designed to protect against the destruction, corruption, loss or alteration of the Licensed Software and any Customer Data, and to prevent unauthorized access, alteration or interference by third parties of the same.

4.5.3 BOARD shall monitor for any attempted unauthorized access to, or use or disclosure of, the Licensed Software or Customer Data and shall promptly take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying Customer of any material or significant breach of security with respect to any such materials.

4.5.4 When software vulnerabilities are revealed and addressed by a vendor patch, BOARD will obtain the patch from the applicable vendor and apply it as it is tested and determined to be safe for installation to BOARD's customer base.

4.6 CUSTOMER DATA

4.6.1 Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and the means by which Customer acquires the Customer Data.

4.6.2 If BOARD processes any personal data on Customer's behalf when performing its obligations under this Agreement, the parties record their intention that Customer shall be the data controller and BOARD shall be a data processor and in any such case:

- Customer acknowledges and agrees that the personal data may NOT be transferred or stored outside the United States or the country where Customer and the Named Users are located;
- Customer shall ensure that Customer is entitled to transfer the relevant personal data to BOARD so that BOARD may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf;
- Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

4.6.3 BOARD shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by Customer from time to time; and

4.6.4 Customer shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

4.7 Customer Data Backup. Customer shall be solely responsible for backing up all Customer Data as it deems necessary. However, as a convenience to the Customer, BOARD shall use reasonable efforts to back up the Customer Data within Customer's production instances nightly and use reasonable efforts to maintain seven (7) nightly and three (3) monthly backups of such Customer Data, provided however, BOARD shall not be liable to Customer for any damages whatsoever in the event any such backups could not be restored or used within Customer's production instances.

4.8 Third Party Providers. Customer acknowledges that the access and use of the Licensed Software may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. BOARD makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between Customer and the relevant third party, and not BOARD. BOARD recommends that Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party

website. BOARD does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Licensed Software.

4.9 Export Control. Customer acknowledges that the System and the Licensed Software are subject to the export and re-export control laws and regulations of the United States of America, which prohibit export or diversion of certain products and technologies to certain countries. Customer shall in all respects comply with all applicable United States export control laws and regulations. Customer shall not distribute or supply or allow access to the System to any person or entity if there is reason to believe that such person or entity intends to export or re-export or otherwise use the Licensed Software outside of the United States in violation of applicable export control laws and regulations.

4.10 No Harmful Use. Customer shall not: (i) send, store or run software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity of the Licensed Software or the data contained therein; or (iii) upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner of such rights. In addition, Customer may not access the System and the Licensed Software for purposes of monitoring availability, performance or for any other benchmarking or competitive purposes.

4.11 Customer Responsibilities. Customer is solely responsible for (i) monitoring and controlling the activity of each Named User, (ii) ensuring Named User compliance with this Agreement, (iii) ensuring that there is no unauthorized access to the Licensed Software and notifying BOARD promptly of any such access of which Customer becomes aware, (iv) the reliability, accuracy, quality, integrity and legality of all Customer Data and the means by which Customer acquires the Customer Data and (v) ensuring that the use of the Licensed Software is in compliance with all applicable laws and regulations. Customer shall be solely responsible and liable for the acts and omissions of each Named User on the System.

4.12 Internal Business Use. Customer shall access and use the Licensed Software solely for its internal business purposes and shall not: (i) commercially exploit the Licensed Software by licensing, sub-licensing, selling, re-selling, renting, leasing, transferring, distributing, time sharing or making the Licensed Software available in the manner of a service bureau; (ii) create derivative works based on the Licensed Software; (iii) disassemble, reverse engineer or decompile the Licensed Software or any part thereof or permit others to do so; or (iv) access all or any part of the Licensed Software in order to build a product or service that competes with the Software.

4.13 High Risk Activities. The Licensed Software is not designed or intended for use in hazardous or critical environments requiring fail-safe performance or in any application in which the failure of the Software could lead to death, personal injury, or physical or property damage.

5. Support and Maintenance.

During the term of the applicable Order Form, BOARD will provide support and maintenance for the Licensed Software to Customer at no additional cost (beyond the fees set forth in Section 3) in accordance with the terms and conditions found on the Support Portal.

5.1 Online Documentation. Prior to submission of any support request, Customer is encouraged to consult the Documentation to determine if the support issue has been addressed.

5.2 Requesting Support. For all support requests for which a resolution is not found in the Documentation, Customer shall request support, and BOARD shall provide support services, in accordance with the procedures and terms set forth on the Support Portal.

5.3 Scope of Support. Support and maintenance provided by BOARD pursuant to this Agreement does not include the following or related services: implementation services, configuration services, integration services, custom software development, modifications to the Licensed Software, training or assistance with administrative functions. BOARD does not provide any technical support other than the Licensed Software.

5.4 SECTION 4.1 AND SECTION 5 STATE CUSTOMER'S FULL AND EXCLUSIVE RIGHT AND REMEDY, AND BOARD'S ONLY OBLIGATION AND LIABILITY IN RESPECT OF, THE PERFORMANCE AND/OR AVAILABILITY OF THE LICENSED SOFTWARE, OR THEIR NON-PERFORMANCE AND NON-AVAILABILITY.

6. Confidentiality and Non-Use.

6.1 Non-Disclosure and Non-Use. To the extent allowable under the Texas Public Information Act, each Party agrees to hold the other Party's Confidential Information in strictest confidence in accordance with this Section 6 and not to use such Confidential Information except as necessary in order to perform the obligations under this Agreement. Both Parties shall preserve the confidentiality of such Confidential Information with at least the same degree of care that it protects its own most confidential business information, and such level of care shall be no less than reasonable. Without limiting the foregoing, neither Party shall sell, transfer, publish, disclose, display or otherwise make available to any third party the other Party's Confidential Information without the prior written consent of the other Party. Each Party may only disclose the Confidential Information of the other Party to advisors, employees or subcontractors who need to know (subject always to compliance with relevant data protection laws and regulations) such Confidential Information in order to perform the obligations under this Agreement who are bound by written obligations of confidentiality and non-disclosure at least as protective as those set forth herein.

6.2 Required Disclosure. In the event of a lawful court order or government regulation compelling disclosure of any Confidential Information subject to this Agreement, the receiving Party subject to such order or regulation shall provide the other Party with prompt written notice thereof, and shall reasonably cooperate with the other Party to seek confidential or other protective treatment of such information.

6.3 Disclosure Limitations. The Parties agree that they do not desire to receive any Confidential Information from the other Party that is not reasonably necessary or appropriate to the performance of this Agreement or that is not otherwise requested by the other Party. Each Party agrees to use reasonable efforts to avoid disclosures of Confidential Information to the other Party that are not reasonably necessary or appropriate to the performance of this Agreement, and which have not been requested by the other Party.

6.4 Survival. Each Party's confidentiality and non-use obligations shall remain in effect with respect to the Confidential Information of the other Party after the cessation or termination of this Agreement for a period of three (3) years.

7. Intellectual Property Rights.

7.1 Intellectual Property Rights will be handled in accordance with Appendix A, Section 5 of DIR Contract No. DIR-TSO-3452 of BOARD.

7.2 Federal Government Provisions. If Customer or any Named User is the U.S. Government, BOARD provides the Licensed Software in accordance with the following restricted rights: Government technical data and computer software rights related to the Licensed Software include only those rights customarily provided to the public as defined in this Agreement. The Licensed Software is comprised of "commercial computer software" and "commercial computer software documentation" as those terms are defined in FAR §2.101 and/or DFARS §252.227-7014(a)(1) to which the U.S. Government shall acquire only the rights specified in this Agreement under which the commercial computer software or commercial computer software documentation was obtained, as specified in FAR §12.212 and/or DFARS §227.7202-3.

8. Indemnification.

8.1 Indemnification will be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3452

9. Warranties.

9.1 Legal Power. Each Party represents and warrants to the other that it has the legal power and authority to enter into this Agreement.

9.2 Conformance Warranty. BOARD represents and warrants to Customer that it will provide the Licensed Software in a manner consistent with general industry standards and that the Licensed Software shall perform substantially in conformance with all material requirements set forth in the applicable Documentation. In the event the Licensed Software fail to conform to the foregoing warranty, Customer must submit a request for support as set forth in Section 5. THE OBLIGATIONS OF BOARD AND REMEDIES OF CUSTOMER SET FORTH IN SECTION 5 SHALL BE BOARD'S SOLE OBLIGATIONS AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY NONCONFORMANCE WITH THE FOREGOING WARRANTY.

9.3 Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION 9, BOARD MAKES NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY OR ACCURACY OF THE SYSTEM, THE LICENSED SOFTWARE OR ANY RELATED PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, BOARD MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability.

10.1 Limitation of Liability will be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3452.

11. Term and Termination.

11.1 Term of Agreement. This Agreement shall commence on the Effective Date and shall continue for a period of one (1)) year ("Initial Term"). Thereafter, the Agreement shall have three (3) one (1) year renewal options exercised by the Customer providing Vendor with thirty-day written notice prior to the then-expiration date.

11.2 Terminations. Terminations will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3452.

11.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason:

11.3.1 Subject to record retention laws and policies, all licenses and access to the Licensed Software granted under this Agreement shall immediately terminate;

11.3.2 All Customer Data shall remain the property of Customer. BOARD shall retain all Customer Data for a minimum of forty-five (45) days. Customer shall have forty-five (45) days to request a copy of its data and, if requested, BOARD shall provide a copy of that data in a commercially standard format, as determined by BOARD, at no cost to Customer (unless termination was due to Customer's failure to pay fees due hereunder). After such forty-five (45) day period, BOARD shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, retain the right to delete all Customer Data in its systems or otherwise in its possession or under its control;

11.3.3 Customer shall pay any fees accrued or payable to BOARD prior to the effective date of termination.

12. General Provisions.

12.1 Assignment. Assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3452/.

12.2 Force Majeure. Force Majeure will be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3452.

12.3 Governing Law. This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Texas, without regard to its conflicts of laws provisions. The state courts located in Travis County, Texas shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this Agreement (including non-contractual disputes or claims). Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12.4 Alternative Dispute Resolution. Dispute Resolution will be handled in accordance to Appendix A, Section 11A of DIR Contract No. DIR-TSO-3452

12.5 Entire Agreement. DIR Contract No. DIR-TSO-3452**, t**his Agreement, together with the Exhibits hereto and any Order Form executed hereunder, constitutes the entire agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements, representations and negotiations. In

the event of any conflict between the terms of this Agreement and any Exhibit or Order Form, this Agreement shall govern. Customer agrees that any terms and conditions in any purchase order submitted by Customer to BOARD are for Customer's own internal purposes and are superseded and replaced by the terms and conditions of this Agreement, and such purchase order terms and conditions shall have no force or effect. Any modification of this Agreement must be in writing and signed by an authorized representative of BOARD and Customer. In the event of conflict DIR Contract No. DIR-TSO-3452 shall prevail.

12.6 Third Party Rights. This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and (where applicable) their successors and permitted assigns).

12.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision, to the extent possible, shall be interpreted in such a manner so as to comply with such law, ordinance or regulation, or, if such interpretation is not possible, it shall be struck and the Agreement construed in accordance with the remaining provisions of the Agreement.

12.8 Notices. Notices will be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3452.

12.9 No Partnership. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other Party.

12.10 Waiver. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12.11 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.

{Customer}		BOARD International SA	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

Exhibit A
Form of Order Form

ORDER FORM

VENDOR	BUYER
	Customer _____
	Address _____
	Address _____
	Tel. + _____

Terms and Conditions	Authorized on behalf of buyer by:
- Fees are paid yearly in advance	Name: _____
- Minimum Term is 1 year	Title: _____
- Payment is 30 days from invoicing	Signature: _____
- All prices exclude VAT	Date: _____

All pricing shall be in accordance with Appendix C of DIR Contract No. DIR-TSO-3452

ITEM #	DESCRIPTION	QTY	CURRENCY	MONTHLY FEE	TOTAL MONTHLY FEE
Cloud Platform	Platform + 1 Dev + Office for all				0
User License	*Developer/Power User ...*				0
Connector	*SAP Connector / Cloud Connector....*				0
Public Viewer	*Up to...*				0
Sandbox (min. 3months)	*Small/Medium/Large*				0
....	*Clustering / Broadcasting/Analytics...*				0
FC/FP...	...				0
					0
					0
					0
				TOTAL	0