

VT iDirect Standard Terms and Conditions of Support

The following terms and commitments will apply to the purchase order (“**Purchase Order**”) accepted by VT iDirect, Inc. (“**iDirect**”) between your company (“**Customer**”) and iDirect (“**Agreement**”) (each referred to as a “**Party**”).

1. **Export Controls.** Customer shall comply with, and shall, at iDirect’s request, demonstrate compliance with all applicable export laws, restrictions, and regulations of any United States of America or foreign agency or authority. Customer shall not export or re-export, or allow the export or re-export of any product, technology or information it obtains pursuant to this Agreement (or any direct product thereof) in violation of any such laws, embargoes, restrictions or regulations.

2. **Indemnification; Limitations of Liability; and Disclaimers.**

a. Each Party (the “**Indemnifying Party**”) shall indemnify, defend and hold the other Party (the “**Indemnified Party**”) harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relation to any third party claims, cause of action, lawsuits or other proceedings, regardless of legal theory, the result, in whole or in part, from the Indemnifying Party’s (or any of the Indemnifying Party’s subcontractors, suppliers, employees, agents, or representatives): (i) intentional misconduct, gross negligence, or fraud, or (ii) breach of any representation, warranty or covenant set forth in Sections 1 or 2.

b. The indemnification obligations of the Indemnifying Party are contingent upon the Indemnified Party providing the Indemnifying Party with (i) prompt written notice of any such claim, action or demand; (ii) sole control of the defense or settlement thereof, provided that the Indemnified Party may participate in any suit for which indemnity is sought with counsel of its own choice; and (iii) reasonable assistance in such defense or settlement thereof, for which the Indemnifying Party shall pay reasonable out-of-pocket costs and expenses.

c. EXCEPT FOR BREACHES OF SECTIONS 1 AND 2, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL IDIRECT’S LIABILITY FOR ANY DAMAGES TO CUSTOMER OR ANY THIRD PARTY EVER EXCEED THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

3. **iSupport Terms and Conditions.**

a. Definitions.

- i. “**Current Software**” means the Major Release, Minor Release and Service Releases of the Software supported by iDirect in accordance with Subsection [b] below.
- ii. “**Documentation**” means iDirect’s standard package of text and graphic materials, whether in print or in electronic form, related to the use, support and installation of Products.
- iii. “**Equipment**” means the equipment manufactured by iDirect that is made available for sale through this Agreement. Equipment specifically excludes any Third Party Equipment.
- iv. “**Escalation Procedure**” means the method used internally by iDirect for escalating a Support Call when such Support Call has surpassed its targeted Resolution Time.
- v. “**iSupport**” means the services that are provided hereunder of Technical Support and Software Upgrades.
- vi. “**Issue**” means (a) a failure of the applicable Equipment or Software to perform in material conformance with its Documentation which are attributable to iDirect and are reproducible on an unmodified, supported Major Release, Minor Release or Service Release of the Software; (b) questions from Customer concerning (i) clarification of functions and features of Products and (ii) guidance in the operation of Products; and (c) verification, analysis and correction of the failures described below by telephone and/or internet.
- vii. “**Major Release**” means a version of the Software of the same generation in which substantial new functionality or other substantial changes are introduced. Major Releases are typically designated in the ones digit of the release designation (e.g., 1.0, 2.0, 3.0 are Major Releases).
- viii. “**Minor Release**” means a version of the Software in which functional enhancements have been included in addition to possible corrections of detected shortcomings. Minor Releases are typically designated in the tenths digit of the release designation (e.g., 1.2 is a Minor Release from 1.1).
- ix. “**Products**” means any of the Equipment, Refurbished Equipment, Software, Third Party Equipment and Third Party Software.
- x. “**Response Time**” means the elapsed time between the receipt of a Support Call and the target time within which iDirect begins Technical Support as verified by a verbal or written confirmation to Customer.
- xi. “**Service Hours**” means seven (7) days a week, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.
- xii. “**Service Release**” means a version of the Software in which detected shortcomings are being remedied. Service Releases are typically designated in the hundredths digit of the release designation (e.g., 1.2.2 is a Service Release from 1.2.1).
- xiii. “**Software**” means the specific iDirect proprietary software, in object code format, as defined in the attached exhibits. Software specifically excludes any Third Party Software.
- xiv. “**Software Upgrades**” means the provision of Major Releases, Minor Releases and Service Releases, as well as the related on-line Documentation, excluding Technical Support.
- xv. “**Support Call**” means Customer’s contact with iDirect via telephone, email or the internet with respect to an Issue.
- xvi. “**Support Call Priority 1**” means that a live system is down and unable to process data through the Equipment and/or Software as a result of a catastrophic event in a Product, or a major failure in a critical processing period and there is no known workaround.

- xvii. **“Support Call Priority 2”** means a problem in the Equipment and/or Software which causes serious disruption of network functionality and which cannot be (temporarily) solved by a workaround.
 - xviii. **“Support Call Priority 3”** means a problem in the Equipment and/or Software which causes a limited disruption of network functionality but Customer or Customer is able to continue to utilize the Equipment and/or Software or a workaround is available.
 - xix. **“Support Call Priority 4”** means all questions and requests for information on the use or implementation of Equipment and/or Software.
 - xx. **“Technical Support”** means assistance by telephone or internet or otherwise in respect of Products and Issues during Service Hours and in the English language.
 - xxi. **“Third Party Equipment”** means the hardware and equipment manufactured by third parties and identified as ‘Third Party Equipment’ under iDirect’s Commercial Price List. For purposes of clarity, equipment may be designated Third Party Equipment even if it is private-labeled using iDirect Marks.
 - xxii. **“Third Party Products”** will mean the combination of Third Party Software and Third Party Equipment.
 - xxiii. **“Third Party Software”** means the software application(s) and/or code libraries which are licensed separately, pursuant to the licenses set forth at <http://tac.idirect.net>.
- b. **Technical Support Services.** For so long as Customer is in compliance with this Agreement and current in the payment of the appropriate fees, Customer will be entitled to Software Upgrades (applicable only for ESP and PSP) and/or second line Technical Support as specified in this Agreement.
- i. **Current Software.** iSupport for Current Software is available for the then current Major Release and prior three (3) Major Releases.
 - ii. **Response Times.** Technical Support for Software is available during Service Hours and iDirect will use commercially reasonable efforts to achieve Response Times of one (1) hour for all Support Calls.
 - iii. **Resolution Times.** The following are the target Resolution Times and escalation procedures if the target Resolution Time is not met:
 - (a) iDirect shall use commercially reasonable efforts to resolve a Support Call Priority 1 within one (1) hour and a Support Call Priority 2 within four (4) hours from the time the case is opened via phone with the iDirect Technical Assistance Center (TAC). Customer shall receive periodic updates regarding the resolution status until the case has been closed or until the priority level has been downgraded by the assigned Technical Support Engineer (TSE). Downgrades shall be issued by the TSE only after consultation with Customer and all status updates shall be delivered to Customer’s designated contact.
 - (b) Where iDirect does not meet the applicable target Resolution Times, the following escalation contact protocol shall apply:

Elapsed Time	Support Call Priority 1	Support Call Priority 2
Immediate	Senior TSE	TSE
1 hour	TAC Manager	Senior TSE
4 hours	TAC Director	TAC Manager
12 hours	V.P. Global Technical Services	TAC Director
24 hours	COO	V.P. Global Technical Services
48 hours	CEO	COO
72 hours	Not Applicable	CEO

- (c) For purposes of this Section, resolution shall mean that the problem has been solved and the original functionality restored, or that a temporary workaround has been supplied so that Customer’s business is not materially impacted and that iDirect is continuing to work toward a permanent solution to the Issue.
- v. **On-Site Support.** For so long as Customer is current on iSupport, and at iDirect’s discretion but with Customer’s prior consent, iDirect can decide to provide Technical Support at the Customer site. In such event, Customer shall pay iDirect on a time and materials basis and also reimburse iDirect for all related travel expenses and costs for board and lodging.

- vi. **Exclusions.** iSupport does not include services requested as a result of, or with respect to causes, which are not attributable to iDirect. These services will be billed to Customer at iDirect's then-current rates. Causes which are not attributable to iDirect include but are not limited to: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; excessive heat; fire and smoke damage; operation of Equipment and/or Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use; (ii) improper installation by Customer, an unauthorized third party or use of the Equipment and/or Software that deviates from any operating procedures established by iDirect in the applicable Documentation; (iii) modification, customization, alteration or addition or attempted modification, customization, alteration or addition of the Equipment and/or Software undertaken by any party; or (iv) software programs provided by Customer or other parties.
- c. **Responsibilities of Customer.** iDirect's provision of Technical Support to Customer is subject to the following:
- i. Customer shall provide iDirect with reasonable and necessary access to Customer's personnel and its equipment during Service Hours subject to iDirect's compliance with the confidentiality provisions of the Agreement;
 - ii. Customer shall provide supervision, control and management of the use of Products including implementing procedures for the protection of information and backup facilities in the event of Issues;
 - iii. Customer shall document and promptly report all detected Issues to iDirect and carry out procedures for the rectification of Issues within a reasonable time after such procedures have been received from iDirect;
 - iv. Customer shall maintain a current backup copy of all configuration files;
 - v. Customer shall properly train its personnel in the use and application of Products;
 - vi. Customer shall obtain access, to the World Wide Web at its expense, in order to access iDirect's Global Support Website, iSupport Online, at <http://tac.idirect.net> or iDirect's e-mail tac@idirect.net ; and
 - vii. Customer shall be solely responsible for providing first-line Technical Support to Customers. Under no circumstances shall iDirect be responsible for Technical Support directly to Customers, except to the extent that iDirect accepts direct responsibility from Customer.
- d. **Software Upgrades.** Provided that Customer is in material compliance with this Agreement, iDirect shall provide Software Upgrades which may include a Product recall and replacement by sending Major Releases, Minor Releases and Service Releases to Customer or making such Major Releases, Minor Releases or Service Releases available for download on iDirect's Global Support Website, iSupport Online, at <http://tac.idirect.net>.

4. **Service Levels.**

The iSupport program has three (3) support plans available: Premium Support Plan (PSP), Enhanced Support Plan (ESP) and Basic Support Plan (BSP) with program details being available at <http://www.idirect.net/Partners/~media/Files/Contracts/iDirect-iSupport-at-a-Glance-No-Contract.pdf>.

5. **Confidentiality.**

Except as otherwise provided in this section, Customer and iDirect each agrees that all business, technical and financial information it obtains from the other Party that is designated as confidential or proprietary in writing, or is disclosed in such a manner that a reasonable person would understand the nature and confidentiality of the information disclosed, is and shall be the confidential property of the disclosing Party and its licensors ("**Confidential Information**" of the disclosing Party). Confidential Information shall not include information that: (a) is previously rightfully known to the receiving Party without restriction on disclosure, (b) hereafter becomes known to the general public, through no act or omission on the part of the receiving Party, (c) is disclosed to the receiving Party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving Party without reliance on the Confidential Information of the disclosing Party. Except as expressly and unambiguously allowed herein, the receiving Party will not use or disclose the Confidential Information of the disclosing Party except as expressly permitted herein and will hold in confidence the Confidential Information of the disclosing Party using the same degree of care as it holds its own confidential or proprietary information, but no less than a reasonable degree of care. If required by law, rule, requirement, regulation or order of any government or government agency or court, the receiving Party may disclose Confidential Information of the disclosing Party, but to the extent lawful, will give adequate prior notice of such disclosure to the disclosing Party to permit the disclosing Party to intervene and to request protective orders or other confidential treatment therefore. The parties acknowledge that money damages will not be an adequate remedy if this provision is breached; therefore either Party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach without the necessity of posting any bond or surety.

6. **General.**

Customer shall pay all municipal, state, county, federal and foreign taxes including, but not limited to, value added, excise, sales, use, withholding or consumption taxes, customs duties, other governmental charges or other taxes which may be levied upon the sale, license or transfer, ownership or installation of goods, software, or technology. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to, or application of, rules or principles regarding conflicts of law or to the United Nations Convention on the International Sale of Goods. For purposes of all claims brought under this Agreement, each of the parties hereby irrevocably submits to the exclusive personal and subject matter jurisdiction of the state and federal courts located in Fairfax County and Alexandria, Virginia. Notwithstanding the foregoing either Party may seek injunctive relief from any court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement. Customer's performance (or lack thereof) of any provision in this Agreement shall not affect

VT iDirect, Inc.

13861 Sunrise Valley Drive, Suite 300, Herndon, VA 20171

Tel: (703) 648-8000

www.idirect.net

iDirect's full right to require such performance at any time thereafter; nor shall the waiver by iDirect of any breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. Customer may not assign this Agreement without iDirect's prior written consent and any attempted or purported assignment by Customer shall be null and void. This Agreement is the complete and exclusive statement of the agreement between iDirect and Customer, which supersedes any proposal or prior agreement, oral or written, any terms that appear on Purchase Orders and any other communications between the parties in relation to the subject matter of this Agreement. This Agreement may only be modified by an instrument in writing duly executed by an authorized representatives of Customer and iDirect.