

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools

provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court.

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal

Master Services Agreement

This Master Services Agreement (including all attachments referenced herein, "Agreement") is between Corporate Reimbursement Services Inc., ("CRS"), a Massachusetts corporation with offices at 233 Needham St. Newton, MA 02464 ("us" or "we") and the customer listed below ("you" or "your"). CRS and the Customer listed below may each be referred to herein as a "Party" and collectively as the "Parties".

Customer:	
Address:	
Phone:	Fax:
Billing contact / Title:	Email:

IN CONSIDERATION OF THE MUTUAL PROMISES BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

BACKGROUND

CRS designs and administers highly flexible and customizable vehicle reimbursement programs for companies with mobile employees, that, among other objectives, provides an accurate, tax efficient, and fair reimbursement system for your business drivers. To that end, we offer access to a commercially-available suite of software programs and data as a service over the Internet (the "Services").

You desire to license from us the right to access and use the Services in accordance with the terms and conditions set forth herein.

1. LICENSES; RESTRICTIONS

1.1 Access to Services and Licenses. Subject to the terms and conditions of this Agreement, we hereby grant you a non-exclusive right to access and use the Services solely for your business purposes as contemplated by the Agreement.

1.2 License Restrictions. The license set forth in Section 1.1 is granted subject to the following restrictions:

(a) the Services shall be used or accessed only by Authorized Users (as defined below); and

(b) You shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Services available to any third party, other than as expressly permitted by this Agreement; (ii) use the Services to process data on behalf of third parties, (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (iv) attempt to gain unauthorized access to the Services or its related systems or networks; (v) modify, copy, or make derivative works of the Services or its underlying technology; or (vi) disassemble, reverse engineer or decompile any portion of the Services or its underlying technology.

1.3 Authorized Users. "Authorized Users" shall mean your employees who are authorized to access the CRS Services using a unique user identifier and password. You shall not make available the CRS Services to any person or entity other than Authorized Users. You shall cooperate with CRS if CRS wishes to monitor your compliance with this requirement.

1.4 Reservation of Rights. Subject only to the rights expressly granted to you under this Agreement, all rights, title and interest in and to the CRS Services will remain with and belong exclusively to CRS.

1.5 Data.

(a) Your Data. You shall own all data provided in its unaltered form by you in connection with your use of the Services ("Customer Data"). You hereby grant to us a worldwide, perpetual, irrevocable, non-transferable, non-assignable (except as permitted under Section 9.1 of this Agreement), sublicenseable, non-exclusive license to access, retrieve, store, copy, create derivative works of, display, distribute and otherwise use the Customer Data in connection with developing, testing,

maintaining, improving, modifying, distributing, providing, making available and/or otherwise commercializing our products and services, including the Services.

(b) CRS Data. We shall own all data derived from information collected through your use of the Services without identification of you or any of your clients, customers, or employees ("CRS Data") and in addition to all other rights, we reserve the right to provide CRS Data to third parties in an aggregated, anonymous manner. We hereby grant to you a worldwide, non-transferable, non-assignable (except as permitted under Section 9.1 of this Agreement), non-sublicenseable, non-exclusive license to access, retrieve, store, copy, create derivative works of, display, and otherwise use CRS Data in connection with your use of the Services.

2. SUPPORT; TRAINING

2.1 Implementation Services. We shall provide Implementation Services pursuant to the terms and conditions set forth in Schedule A.

2.2 Development Services. We may, from time to time, provide additional development services in response to your request to modify and/or enhance our Services. Such Development Services shall be provided pursuant to the terms, fees, and schedule as provided in a written work order substantially in the form as provided in Schedule B.

2.3 Support. We shall provide training and technical support to you and your Authorized Users for the Services pursuant to the service levels and support and maintenance terms and conditions set forth in Schedule A.

3. FEES; PAYMENT TERMS

3.1 Fees. Following payment of the Subscription Fees for the Initial Term as specified on Schedule A.

3.2 Payment Terms. We shall invoice you in advance of the commencement of each subsequent Renewal Term. All payments for fees described in this Section 3.1 shall be remitted to us within 30 days after receipt of an invoice.

3.3 Net of Taxes. All amounts payable by you hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). You shall be solely responsible for payment of any Taxes, except for those taxes based on our income. You will not withhold any Taxes from any amounts due.

4. OWNERSHIP AND CONFIDENTIALITY

4.1 Our Property. Except for the express licenses granted hereunder, all rights, title and interests, including, but not limited to, all worldwide patent, copyright, trademark, trade secret and any other rights in and to the Services and CRS Data are retained by us.

4.2 Your Property. Except for the express licenses granted hereunder, all rights, title and interests, including, but not limited to, all worldwide patent, copyright, trademark, trade secret and any other rights in and to Your Data are retained by you.

4.3 Confidentiality. As used herein, "Confidential Information" means, all product and pricing information or data, regardless of whether it is in tangible form, that is either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure, provided, however, (i) Your Data shall be considered your Confidential Information, (ii) the Services and Our Data shall be considered our Confidential Information. Information and data will not be deemed "Confidential Information" if such information: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops it independently. "Personally Identifiable Information" as defined below in Section 5 shall not be considered Confidential Information, and all obligations related to Personally Identifiable Information shall be exclusively set forth in that Section 5.

4.4 Obligations. Each party agrees: (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (ii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. In the event either party learns of an incident of unauthorized access to or misuse of Confidential Information by such party or its employees, agents, subcontractors, or other third parties, such party hereby covenants that it shall: (i) notify the other party of the facts and circumstances giving rise to such incident as soon as practical; (ii) assess the nature and scope of the incident and identify what specific Confidential Information and what types of Confidential Information have been accessed or misused; (iii) provide any information such deemed necessary or appropriate to respond to such incident; and (iv) take reasonable steps to contain and control the incident to prevent further unauthorized access to or misuse of Confidential Information. Confidential Information may be disclosed to only (a) such employees and agents as may have a need to know such information in the course of their duties; (b) legal or financial advisors on a need to know basis; or (c) any competent authorities following a judicial order to do so.

5. PERSONALLY IDENTIFIABLE INFORMATION

5.1 Personally Identifiable Information. As used herein, "Personally Identifiable Information" ("PII") shall mean a person's first name and last name, or first initial and last name, in combination with any one or more of the following data elements that relate to such employee: (a) Social Security number, (b) driver's license number or state-issued identification card number, or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an employee's financial account. "Personal Information" does not, however, include information that can be lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public.

5.2 Obligations Related to PII. "Security Breach" means the unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of PII, maintained by CRS that creates a substantial risk of identity theft or fraud against Authorized Users. Each party will comply with all current statutory obligations and controls related to the collection, storage, safeguard, use, encryption, transmission, and provisioning of all PII. In the event that we know or have reason to know (1) of a security

breach, or (2) that the personal information of an Authorized User was acquired or used by an unauthorized person or for an unauthorized purpose, we will notify you of that breach or unauthorized acquisition as soon as practicable and without unreasonable delay. We will immediately notify you when we contact a third party, law enforcement or government entity about a Security Breach. In the event of a Security Breach we shall: (i) notify you of the facts and circumstances giving rise to such incident as soon as practical; (ii) assess the nature and scope of the incident and identify what specific PII and what types of PII have been accessed or misused; (iii) provide any Information such deemed necessary or appropriate to respond to such incident; and (iv) take reasonable steps to contain and control the incident to prevent further unauthorized access to or misuse of PII; and (v) fully cooperate with you in your handling of the incident, including any litigation or other formal action against third parties deemed necessary by you to protect your rights. PII may be disclosed to only (a) such employees and agents as may have a need to know such Information in the course of their duties; (b) legal or financial advisors on a need to know basis; or (c) any competent authorities following a judicial order to do so. We will provide you with a copy of a Written Information Security Policy, Data Privacy Policy, SSAE16 Type II certification, Disaster Recovery/Business Continuity, or other reasonable documentation regarding our security controls upon request.

6. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

6.1 Representations and Warranties. We represent and warrant that (i) we will provide the Services in a professional and workmanlike manner and in compliance with applicable laws, rules and regulations, and this Agreement, and (ii) we comply with all application, material regulations relating to the collection, storage and onward transfer of all Personally Identifiable Information collected by or provided to us in conjunction with providing the Services. Each party represents and warrants that they have the required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder.

6.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND WE DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, OR THAT THE SERVICES WILL YOUR REQUIREMENTS.

7. LIMITATION OF LIABILITY

7.1 LIMITATIONS ON REMEDY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF THE OTHER PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES UNLESS SUCH DAMAGES ARE DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND IN NO INSTANCE SHALL SUCH DAMAGES EXCEED THE FEES PAID OR PROPERLY PAYABLE BY YOU TO US UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM. MONETARY DAMAGES, AS LIMITED BY THIS SECTION, WILL BE THE SOLE AND EXCLUSIVE ALTERNATIVE REMEDY (AT LAW OR IN EQUITY) IN THE EVENT THAT ANY EXCLUSIVE REMEDY HEREUNDER IS FOUND TO FAIL ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES EACH OF WHOM HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

8. TERM, TERMINATION

8.1 License Term. Unless earlier terminated as described below, the term of the Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term"). Thereafter, the term of the Licenses shall be extended for successive renewal periods of one (1) year (each, a "Renewal Term") and, together with the Initial Term, the "Term"), provided, however, that the Agreement may be terminated as of the end of the Initial Term or any Renewal Term by written notice given not later than ninety (90) days prior to the end of the relevant Term.

8.2 Termination. Either party may terminate this Agreement upon written notice in the event the other commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach.

8.3 Obligations on Termination. Upon termination of this Agreement all rights granted hereunder and all obligations to provide the Services shall immediately terminate. Termination of this Agreement or expiration of the Term shall not relieve you from paying all fees accruing prior to termination.

8.4 Survival. Sections 3, 4, 5, **Error! Reference source not found.**, 7, 8.3 and 9 shall survive the termination or expiration of this Agreement for any reason whatsoever.

8.5 Force Majeure. We shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of our obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a "Force Majeure Event"); provided that financial inability in and of itself shall not be a Force Majeure Event.

9. GENERAL

9.1 Compliance with Laws. Without limiting the generality of the foregoing, you shall not transfer or use, either directly or indirectly, the Services, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from the appropriate United States agency and shall otherwise comply with all other applicable import and export laws, rules and regulations.

9.2 Assignment. Neither party shall assign or subcontract this Agreement without the written consent of the other party; provided, however, this Agreement may be assigned by either party to any Affiliate of such party or to a successor organization acquiring all or substantially all of such party's assets (including by means of a merger or similar transaction) with notice, but without the prior written consent of the other party. Any subcontractors we use shall perform Services under our direction and control, and shall comply with all provisions of this Agreement. Notwithstanding our use of subcontractors we will remain liable and responsible (i) for performance of the Services, (ii) to ensure that the subcontractor has complied with all of our obligations hereunder, and (iii) for the acts and omissions of the subcontractor, its employees and agents. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

9.3 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both parties. Any amendments, deletions, or modifications to this Agreement shall be provided on the attached Addendum. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the party making the waiver. Failure or delay to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.4 Relationship. Nothing in this Agreement shall be construed to create an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties.

9.5 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date.

9.6 Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the Commonwealth of Massachusetts (the "Massachusetts Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Massachusetts Courts.

9.7 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed telecopy or other electronic means; (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Cover Page or such other addresses designated pursuant to this Section 9.7.

9.8 Entire Agreement. This Agreement, including any Schedules and Addendum hereto constitutes the entire agreement between the parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. In the event of any conflict between this Agreement and any Schedule, the following order of precedence shall apply: (i) this Agreement, and (ii) Schedules (in chronological order, with the newest taking precedence).

This Agreement is ACCEPTED AND AGREED TO as of the last date by which this Agreement is executed ("Effective Date"):

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

CRS

By: _____

Name: _____

Title: _____

Date: _____

Schedule A Statement of Work

Following are the key objectives in adopting the CRS auto allowance program:

1. Gain and maintain control of allowance program costs
2. Provide a more equitable approach to reimbursement by accounting for geographic cost variances and business mileage variance by driver
3. Provide an IRS accountable plan that will leverage the FAVR guidelines for tax-free benefits (increase driver net pay/eliminate necessary payroll taxes)
4. Increase visibility and gain control of business mileage submission.

We propose the following reimbursement program that will enable you to achieve the above noted objectives.

INITIATION

We will collect from you the necessary information on each driver (address, territory, annual mileage) required to determine individual costs. We will use this data to generate the initial round of reimbursement schedules.

If you wish to edit any of the individual schedules, we will work with you to change the parameters for those individuals and will generate a revised set of schedules, as needed, until you are entirely satisfied with the reimbursement schedules for the entire driver population.

We will then generate and email "Driver Packets" to each participating driver. These packets will include the Driver's individual reimbursement schedule along with program instructions and guidelines.

We will coordinate with you a series of "Driver Training Session". These sessions will be hosted by our representative and will run for approximately one hour. During these sessions, we will train drivers on how to interpret their individual reimbursement schedules, enter monthly mileage and maintain program compliancy. Questions from drivers will be encouraged and fielded. Program implementation can begin immediately following these Driver Training Sessions.

IMPLEMENTATION

Drivers will be required to log onto the CRS website to enter their monthly business miles for the previous month. A driver must enter their previous month's mileage by no later than the end of the fourth day of the current month to be reimbursed on the next pay period. If a driver enters their monthly mileage after the fourth day, their reimbursement will be pushed out by one pay period.

On the fifth day of each month, we will provide you with a "Monthly Reimbursement Report". This Report will list data on each driver including: monthly mileage, reimbursement rate, and total monthly reimbursement amount and exception reports when applicable.

This Report will be web based and may be approved online. As long as this Report is approved by you no later than the 10th day of the month, we will coordinate payment of the approved reimbursements to each driver via electronic funds transfer. Alternately, you may choose to have us provide the reimbursement information directly to your payroll department for internal processing.

SUPPORT SERVICES

We will present you with an annual Tax Report, if applicable, which will list any portion of an employee's reimbursement that must be added to that employee's W2 as taxable income as a result of their falling outside of program compliancy guidelines.

We will update each individual driver's fuel reimbursement rate on a monthly basis to continuously and accurately reflect the average price of gasoline in each driver's territory. Upon reaching each annual anniversary of this service, we will re-run each individual driver's reimbursement schedule to reflect current Fixed and Variable costs.

We recognize that during the normal course of business, it is likely that you may want to add and/or delete employees from the program. If you wish to increase the total number of employees on the program, we will bill you at the Driver Rate listed in the "Fees for Service" section of this Agreement. For all driver additions offset by other driver reductions, there will be no additional fee.

We recognize that employees on the program may be reassigned to different locations, territories may be re-aligned and changing business conditions may result in the need for individual driver schedules to be revised. We will re-run individual driver schedules, as needed, at no fee, to ensure that reimbursement schedules continuously and accurately reflect the actual costs incurred by each driver.

All employees on the program will be provided with access to a toll-free Driver Support line, available 9:00 AM – 6:00 PM (EST). Drivers are encouraged to call with any questions or concerns they may have relating to this program.

FEES FOR SERVICE

The annual fee for the above listed services is \$xxxxx per driver. We also charge a one-time implementation fee of \$xxxxxx. We will invoice you for this fee upon shipping the Initial Reimbursement Schedules

We recommend the following timetable:

Date	Action Plan
Week 1	Authorization for us to proceed. All driver data completed and returned to us for processing. Reimbursement targets / parameters set.
Week 2	Initial reimbursement reports sent to client for review
Week 2	Final reimbursement reports approved by client
TBD	Driver Training
TBD	Driver Packets emailed to Program participants
TBD	Final Implementation

**Schedule B
Statement of Work**

AGREEMENT FOR EXPANSION OF SERVICES

Corporate Reimbursement Services, Inc. ("Supplier") of 233 Needham Street, Paragon Towers, Newton, MA 02464 and xxxxxxxx ("xxxxx") (together, the "Parties") hereby enter into this agreement for expansion of services by Supplier, which are detailed in the Parties' agreement effectively dated xxxxxxx ("Agreement") as follows:

1. xxxxxx agrees hereto to utilize Supplier's Global Positioning System technology; namely, Location Logger or Mileage Tracker, in connection with other services from Supplier set forth in the Agreement.

2. Pricing/Terms of Payment:

- a. Annual GPS technology fee for Location Logger will be \$xxxxxxx per user annually
- b. Fees due in advance and payments due 30 days from date of invoice

3. Miscellaneous:

a. All other provisions of the Agreement are hereby incorporated by reference and reaffirmed herein.

b. The Parties enter into this agreement at arm's length, knowingly and voluntarily, and without coercion or duress.

c. No provision of this Renewal Agreement may be modified unless the Parties mutually agree in writing.

Xxxxxxx

CRS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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