# SYNTAX STANDARD TERMS AND CONDITIONS

Effective Date:  These Standard Terms and Conditions and any attachments hereto (collectively, the "Agreement") are effective when accepted by Syntax, Inc.

Payment for Products:  Except as otherwise provided, Syntax, Inc. will invoice charges for professional services every two weeks at its then current rates.  Required service time is estimated.  Service charges will be based upon the actual time expended.  Payment for services will be due upon Customer's receipt of invoice unless otherwise stated on the invoice.  A late charge will be assessed on any past due amount at the rate of 1½ % per month or the maximum rate permitted by applicable law, which ever is less.  All travel time will be billed at current hourly rates.  Expenses are billed as incurred.  Syntax, Inc. reserves the right to withhold or discontinue services in the event payments are not made in accordance with this Agreement.

Security Interests:  Title to each product item shall pass to Customer when Customer has made full payment of the purchase price for all products ordered.  However, as collateral security for the payments required to be made by Customer pursuant to this Agreement, Syntax, Inc. hereby retains a security interest in all of the products to which this Agreement pertains, including all such goods and software.  Customer agrees to execute and deliver all financing statements and other instruments and documents as Syntax, Inc. deems necessary to complete, perfect or continue its security interest.  This security interest shall terminate at such time as all payments required to be made by Customer to Syntax, Inc. for or relating to all things which this Agreement pertains to have been made.  If Customer fails to make any payment due hereunder when due, or defaults in the performance of any other promise or obligation under this Agreement, Syntax, Inc. shall have the right, but not the obligation, to terminate this Agreement and/or repossess the products (without liability to Syntax, Inc. for damages arising from such termination or repossession) for (I) Customer's failure to pay any and all amounts due thereunder or to perform any of its other obligations under the terms and conditions of this Agreement, (II) the making by Customer of any general arrangement for the benefit of creditors or (III) or the bankruptcy of Customer or filing of any bankruptcy petition by or against Customer.

Limitation of Liability:  SYNTAX, INC.  MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE WHATSOEVER REGARDING THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.  SYNTAX, INC. SHALL HAVE NO LIABILITY WHATSOEVER REGARDING ANY CLAIM FOR PATENT OR COPYRIGHT INFRINGEMENT.  SYNTAX, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PRODUCT OR SERVICE PROVIDED HEREUNDER.  IN NO EVENT SHALL SYNTAX, INC. BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SYNTAX, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  No action arising out of any claimed breach of this Agreement or transaction under this Agreement may be brought more than ninety (90) days after the date software, hardware or professional services are delivered to Customer.

Software License:  To the extent provided by the manufacturer and subject to Customer's compliance with the balance of this paragraph, Syntax, Inc. extends to Customer a personal, non-exclusive, paid-up license to use the software described in this Agreement.  Customer agrees to execute any and all license agreements, warranty forms and related documentation requested by Syntax, Inc. or required by a manufacturer of the software, hardware or professional services licensed or purchased by Customer hereunder.  Customer hereby obtains title to the medium on which a software product is recorded but not title to the software.  Customer agrees not to reproduce any software product purchased hereunder, except to the extent the manufacturer of the software expressly permits such reproduction.

Non-solicitation:  Customer agrees not to solicit, contract with, hire or otherwise engage the services of any Syntax, Inc. employee rendering services hereunder during the term of this Agreement or for a period of 180 days after termination hereof.  Further, Customer hereby acknowledges Syntax, Inc. has made significant investment in training employees to render services provided hereunder, and agrees that upon breach or violation of this non-solicitation obligation, Syntax, Inc. shall be entitled to: (1) reimbursement in the amount of $35,000.00 for said

training as liquidated damages; (2) recover reasonable attorney's fees incurred in the enforcement of this Agreement; and (3) to obtain injunctive relief to restrain and enjoin any actual or threatened breach of any provision hereunder.  All of Syntax, Inc.'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.

Contingencies:  Syntax, Inc. 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 non-performance, including, but not limited to, any delay or non-performance due to any cause beyond the reasonable control of Syntax, Inc.  The performance schedule, if any, shall be extended by a period of time equal to the time lost because of any delay.

Indemnification:  Customer agrees to indemnify, hold harmless and reimburse Syntax, Inc. and its directors, officers, employees, and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever, including reasonable attorneys' fees, that may be imposed on, incurred by, or asserted against Syntax, Inc. in any way relating to or arising out of any action taken or omitted by Customer hereunder.

Arbitration:  In the event of any dispute or perceived problem arising with respect to this Agreement, each party agrees that it will give the other party notice of the problem and then the parties must attempt to reach an amicable resolution, without resort to arbitration, within the next sixty days.  If the problem is not resolved within the sixty-day period, then the parties agree that the dispute (including any questions of fraud or questions concerning the validity or enforceability of this Agreement) must be resolved by binding arbitration, in accordance with the procedure described in this section.  Either party may file and serve a demand for arbitration.  The arbitration must be held in Minneapolis, Minnesota, and must be governed by the then-existing Commercial Rules of the American Arbitration Association. The arbitration panel will consist of three arbitrators, unless Syntax and the Customer agree to have the arbitration proceedings conducted by a single arbitrator.  The arbitrators must be selected by agreement of Syntax, Inc. and the Customer from a list of 10 or more arbitrators proposed by the American Arbitration Association, or may be persons who are not on such a list but are agreed upon by Syntax, Inc. and the Customer. If Syntax, Inc. and the Customer fail to agree on one or more of the persons to serve as arbitrators within thirty (30) days of delivery of the list of proposed arbitrators by the American Arbitration Association, then at the request of Syntax, Inc. or the Customer, the arbitrators will be selected by the American Arbitration Association.  All arbitrators must be either attorneys engaged primarily in the practice of commercial law for at least 10 years or retired judges.  All of the arbitration proceedings, including the hearing and final award, must be concluded within ninety days of the expiration of the 30-day period described above. Judgment on the award of a majority of the arbitrators is binding on both parties, and may be entered in any court having jurisdiction.  Specific performance and injunctive relief may be ordered by the award.  Costs and attorneys fees must be paid as ordered by the award.  The procedure described in this section is the only procedure available to the parties for resolution of disputes arising out of this Agreement.  As the sole exception to arbitration, each party has the right to seek injunctive relief, only, from any court having jurisdiction so as to preserve that party's rights for resolution in any pending or imminent arbitration proceeding.  No such objection may prohibit or postpone the arbitration proceedings, however, and any such injunction may be modified or vacated as a result of the arbitration award. Syntax, Inc.'s liability to the Customer, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall not exceed the lesser of the direct loss to the Customer or an amount equal to the total fees paid to Syntax, Inc. by the Customer hereunder.

Force Majeure:  Each party will be excused from performance if its performance is prevented by any acts or events beyond such party's reasonable control, including but not limited to: severe weather and storms; earthquakes, hurricanes or other natural occurrences; strikes or other labor unrest; nuclear or other civil or military emergencies; riots; labor problems; war; acts of terrorism; or acts of legislative, judicial, executive, or administrative authorities.

General:  This Agreement constitutes the complete and exclusive statement of the terms and conditions between Customer and Syntax, Inc. 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 of its rights or duties to any other person, firm or corporation without prior written consent from Syntax, Inc.  This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions.  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.