Master Services Agreement

This Agreement is made between Business Imaging Systems, Inc. ("BIS"), an Oklahoma corporation with offices at 13900 North Harvey, Edmond, OK 73013, and the organization or individual identified below or in a separate agreement linked to this Master Services Agreement ("Customer") (each a "Party" and collectively "Parties") and becomes binding and effective as of the date of Customer's Act of Acceptance ("Effective Date"). An "Act of Acceptance" is any action agreeing to the terms of this Agreement such as clicking an "I ACCEPT THIS AGREEMENT" or "CONTINUE" button associated with this Agreement, by agreeing to an addendum, Statement of Work ("SOW"), or order form referencing or linking to this Agreement, by delivering a purchase order or other purchase confirmation referencing or linking to this Agreement, or by accepting, downloading, installing, operating, registering or otherwise using the Services.

This Agreement describes the terms and conditions under which BIS will perform the services ("Services") and provide certain deliverables ("Deliverables"), if applicable, for Customer as described in any SOW between the Parties. The specific business details of each such engagement shall be set forth in a separately signed Statement of Work ("SOW"), which shall incorporate the terms of this Master Services Agreement by reference.

NOW, THEREFORE, in consideration of the promises and obligations contained herein, the Parties agree as follows:

1. Purpose

BIS provides a variety of technology-related services to its customers. This Agreement describes the terms and conditions under which Customer may engage BIS to perform services for Customer.

2. Definitions

The following definitions apply to this Agreement and any related Statement of Work.

2.1 "Code" means computer-programming code. Unless specifically stated otherwise in the SOW, Code includes Binary Code but not Source Code. "Binary Code" means Code that loads and executes without further processing by a software compiler or linker or that results when Source Code is processed by a software compiler. "Source Code" means human-readable form of Code and related system documentation, including comments and any procedural language.

2.2 "Deliverable" means any Code, Documentation or other materials procured or prepared by BIS under a SOW for delivery to Customer, and any other objects identified as Deliverables in a SOW.

2.3 "Documentation" means user manuals, help guides, specifications and other written information prepared or provided by BIS under a particular SOW, including text or graphic files.

2.4 "Services" means the services and Deliverables to be provided by BIS to or for the benefit of Customer, as described in a SOW. Such services may include, but are not limited to records storage, records conversion, technical support, consulting, education services ("Training") or other professional services.

2.5 "Statement of Work" ("SOW") means a written document executed between the Parties or, when authorized by BIS, an order form signed only by Customer, that includes at least the following information: (a.) a description of the Services and Deliverables; (b.) the Parties' responsibilities; and (c.) the service fees and method of calculation. Any SOW shall be in a form substantially similar to BIS's standard SOW or proposal for Services and shall contain a detailed scope or summary of the work to be performed.

2.6 "Training" means instruction pertaining to the Services, Deliverables, or any separately licensed software, provided in accordance with the terms of BIS's standard Training program, unless otherwise set forth in a SOW. Training credits expire after twelve (12) months and cannot be carried over to subsequent years if not used.

3. Rules of Engagement

3.1 Initiating Services. All services provided by BIS to Customer shall be implemented through individual Statements of Work. A SOW will become effective upon execution by authorized representatives of both Parties, unless the SOW is in the form of an order form signed by Customer, which will become effective upon written acceptance by a representative of BIS authorized to do so.

3.2 SOW Integration. This Agreement will be made a part of each SOW, and the Agreement terms and conditions will apply to each SOW. If a SOW contains provisions inconsistent with this Agreement, the SOW provisions shall prevail with respect to that SOW provided the SOW explicitly overrides a specific term in this Agreement and is agreed to in writing by both Parties – Notwithstanding the foregoing, any non-negotiated terms or conditions not generated by BIS are void and shall not apply. This Agreement by itself does not obligate a Party to provide any services or enter into any SOW.

3.3 Change Order. Any changes to the obligations of either Party or to any other material aspect of a SOW will require a written change order signed by both Parties that describes the changes and any related cost adjustments.

3.4 Acceptance. Services will be deemed satisfactory to and accepted by Customer unless within thirty (30) days after submission to Customer, Customer gives BIS written notice of aspects in which the Services do not meet the SOW requirements. Upon receipt of such written notice, BIS will use commercially reasonable efforts to make such changes as will be required to correct any deficiencies.

4. Responsibilities

4.1 Assumptions. The description of the Services and related compensation amount in each SOW will be based upon information Customer provides to BIS and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, then the Parties will modify the SOW pursuant to Section 3.3 (Change Order).

4.2 Customer Assistance. Customer agrees that it will reasonably cooperate with and assist BIS in BIS's performance of the Services.

4.3 Records Condition. Customer is to provide any physical records to BIS in a standard business manner, meaning files and records which are clearly separated and organized in a logical manner reflecting the page order and orientation desired by Customer. Files and records not in a standard business manner generally consist of a disorderly condition such as loose pages, illegible records, arranged in an illogical manner, or record separation which is not clearly defined. BIS will determine if records are organized in a standard business manner. BIS shall notify Customer of record conditions determined to be in a non-standard business manner. Customer's remedy to these occurrences will be at BIS's discretion, and may result in a modification of price. BIS will notify Customer of any records that are determined not to be in a standard business manner. These records will not be processed and will be securely stored at a BIS location. Such records will incur BIS's standard storage fees unless a written change order is agreed to within ten (10) days following BIS's notification to Customer.

4.4 Project Managers. Each Party shall appoint a project manager ("Project Manager") for each SOW. Each Party may replace its designated Project Manager upon written notice to the other Party.

4.5 Protection of Customer's Data; System. Customer is solely responsible to take appropriate measures to isolate and back up its computer system, including its computer programs, data, and files, and to take other actions necessary to protect its system and data. BIS shall not access or use Customer's data, network, or system except in relation to providing Services to Customer. BIS recognizes and agrees that: Customer's data (a.) may be valuable property of Customer; (b.) may include Customer's trade secrets; (c.) may be an original compilation subject to copyright laws; (d.) may be subject to privacy or data laws; and (e.) may be the result of substantial resources and administration for collection, management, and security by Customer.

4.6 Site Regulations. BIS employees performing Services on Customer premises shall observe reasonable safety and security protocols of which BIS is notified in writing. While working on-site with the Customer, BIS personnel shall abide by all reasonable workplace rules that are obvious or made known to them, such as smoking restrictions, drug-free workplace rules, parking zones, physical and network security policies, privacy policies and hours of operation.

5. Compensation and Payment Terms

5.1 Compensation for Services; Expenses. Customer shall pay all the amounts specified in the relevant SOW, including compensation for Services and all reasonable out-of-pocket expenses incurred in the performance of the Services, and for any non-standard expenses incurred at the written request of Customer. Any travel expenses will be billed as incurred, within reason, and travel time will be billed at the hourly Services rate, not to exceed eight (8) hours each day. Any pricing in a SOW is valid for thirty (30) days from the date of issuance and is subject to change at BIS's sole discretion with thirty (30) days' written notice. Price totals for Services are estimates and will not be binding on BIS, unless expressly provided to the contrary in a SOW. BIS will not be required to refund fees under any circumstances other than in regard to the Warranty and Indemnity in Sections 7 (Warranty) and 9 (Indemnification and Insurance). Unless otherwise stated in a SOW, professional services (technical consulting other than standard support and maintenance) provided by BIS will accrue at a rate of $305 per hour, subject to any reasonable increases. Pricing for all other Services will be specified in a SOW, also subject to any reasonable increases.

5.2 Purchase Order. Prior to the start date of a SOW, Customer shall issue a Purchase Order ("PO") equal to the amount specified in the SOW. If Customer does not issue POs, Customer shall submit in the SOW the following: (a.) Customer's internal tracking number for the SOW; (b.) amount specified in the relevant SOW; (c.) billing address; and (d.) purchasing contact.

5.3 Invoicing. Unless otherwise agreed in a SOW (e.g., a monthly recurring Services subscription for a Customer-directed 'dedicated resource'), Service fees and expenses shall be calculated by BIS on a weekly basis and invoiced to Customer within five (5) days after the end of each week. All applicable tax will be included on invoices. Additional terms are included in BIS's General Terms & Conditions of Sale, which are incorporated herein by reference.

5.4 Payment. Payment shall be due ten (10) days from the date of invoice. Additional payment terms are included in BIS's General Terms & Conditions of Sale.

5.5 Taxes; Fees. Payments made by Customer to BIS of fees stated in any SOW are exclusive of applicable taxes. Customer will pay and bear the liability for any taxes associated with the delivery of all Services, including sales, use, excise, and value added taxes (VAT), but excluding:

(a.) taxes on BIS's net income, capital or gross receipts, or (b.) any withholding tax imposed if such tax is allowed as a credit against U.S. income taxes of BIS, such as a withholding tax on a royalty payment made by Customer where required by law. If Customer is required to withhold taxes, Customer will furnish BIS receipts substantiating such payment. If BIS is required to remit any tax or duty on behalf or for the account of Customer, Customer will reimburse BIS within ten (10) days after BIS notifies Customer in writing of such remittance. Customer will provide a valid tax exemption certificate in advance of any remittance otherwise required to be made by BIS on behalf or for the account of Customer, where such certificate is applicable. Any wire transfer payments made by Customer to BIS pursuant to this Agreement or any SOW shall be immediately available upon transfer, and to an account designated by BIS no later than three (3) business days prior to any due date. The date the wire transfer process is initiated shall be the date of payment, provided that BIS receives such payment. Customer shall bear all responsibility for any wire transfer fees associated with such payment, including any receiving fees deducted or otherwise charged to BIS. If BIS is charged or required to remit any such unaccounted transfer fee, Customer will reimburse BIS within ten (10) days after BIS notifies Customer in writing of such a charge or remittance.

5.6 Early project termination; Delays. If a project is terminated early or expected volumes have not been achieved as set forth in a SOW, project pricing listed in such SOW will be null and void, and reengagement and hourly fees will apply at BIS's (or any applicable third party's) then current standard rate. If significant delays outside the control of BIS, and unexcused by Section 12.4 (Force Majeure), are encountered during the performance of Services, a re-engagement fee up to $3,000.00 may be required before BIS resumes Services. All third-party cancellation fees and terms are non-negotiable.

5.7 Storage. Any Customer-requested or otherwise required Services for physical storage of documents will be billed at BIS's standard storage rates identified in either a SOW or BIS's standard price list. Any recurring failure by Customer to pay proper invoices may result in a finding of abandonment of Customer's documents. BIS owes no duty to discern Customer's retention or other obligations or duties regarding any Customer documents. To the extent permitted by law, BIS will follow its standard policies for any abandoned Customer records, up to destruction or transfer of custody to the applicable authority or regulatory body. Customer will receive a certificate of compliant destruction upon payment of any outstanding invoices for such records destruction. Customer hereby waives and releases BIS from any claim of "conversion" or any other claim specific to BIS's destruction (in accordance with BIS's standard procedures) of Customer property deemed by BIS to be abandoned. Any electronic records being stored by BIS or third parties will be handled in accordance with the agreed terms and applicable policies of BIS or such third parties.

6. Intellectual Property

6.1 License. Subject to payment of all applicable fees for Services and Deliverables provided to Customer, BIS grants to Customer, and Customer acquires, a nonexclusive, nontransferable, perpetual, royalty-free (other than payments identified in the relevant SOW) license to use, execute, perform, reproduce, display, and distribute the Deliverables internally within Customer. All proprietary rights notices must be faithfully reproduced and included on all copies, modifications, and adaptations.

6.2 Ownership. Except as expressly provided otherwise in this Section 6 (Intellectual Property) or any SOW, BIS (or its licensors) retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered, or used by BIS in the performance of this Agreement, including intellectual property developed solely for Customer. Neither this Agreement nor any SOW shall change the ownership of any intellectual property of either Party in existence prior to the Effective Date. Notwithstanding anything to the contrary herein, any Services, Code, Documentation, Deliverable, or other work product delivered by BIS to Customer pursuant to the terms of this Agreement shall not be considered "work made for hire" and ownership thereof shall remain exclusively with BIS, subject to the license granted to Customer under Section 6.1 (License). Should Customer be deemed to acquire any ownership interest in the Services, Code, Documentation, Deliverable, or other work product delivered by BIS, Customer hereby assigns, grants, and conveys to BIS all right, title and interest in and to any and all such Services, Code, Documentation, Deliverable, or other work product delivered by BIS.

6.3 Protection of Deliverables. Customer agrees to take all reasonable steps to protect Deliverables under this Agreement, and any related Documentation, from unauthorized copying or use. If a Deliverable consists of software, any Source Code of such Deliverable shall be deemed to include trade secrets of BIS or its licensors and is not licensed to Customer. Customer agrees not to modify, disassemble, or decompile any such Deliverable in order to discover the trade secrets contained in any Source Code or for any other reason.

6.4 Restrictions. Except as expressly authorized in this Agreement, Customer agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or time share any Deliverable.

6.5 Employees. The Customer shall not hire, directly or indirectly, any employees of BIS during and for a period of two (2) years after the delivery of Services, without BIS's express written permission. For any employee who quits as a result of breach of this Section 6.5 (Employees), Customer shall pay BIS $150,000 (one hundred and fifty thousand US Dollars), as liquidated damages. The Parties agree that such amount is not a penalty but is solely intended to reasonably compensate BIS for its damages, which would otherwise be difficult or inconvenient to ascertain, prove or recover.

7. Warranty

7.1 Warranty for Services. BIS warrants that the Services shall be performed in a professional manner in accordance with generally accepted industry standards. Unless otherwise stated in the SOW, this warranty shall be effective for ninety (90) days following acceptance of the Services in accordance with Section 3.4 (Acceptance). Upon breach of this warranty, BIS shall correct the Services so that the Services comply with this warranty. If BIS is unable to correct the Services within a reasonable period of time, Customer's sole remedy is to terminate the relevant SOW and obtain a refund of the amount Customer paid to BIS for the Services related to that SOW that BIS is unable to correct.

7.2 Exclusions. THIS WARRANTY EXCLUDES NON-PERFORMANCE ISSUES THAT RESULT FROM THIRD-PARTY HARDWARE OR FIRMWARE MALFUNCTION OR DEFECT; BETA OR PRE-RELEASE SOFTWARE; SOFTWARE NOT DEVELOPED BY BIS; INCORRECT DATA OR INCORRECT PROCEDURES USED OR PROVIDED BY CUSTOMER OR A THIRD PARTY; OR DEFECTS WHICH ARE OUTSIDE THE REASONABLE CONTROL OF BIS. CUSTOMER WILL COMPENSATE BIS FOR ITS REASONABLE TIME AND EXPENSES FOR ANY SERVICES PROVIDED AT CUSTOMER'S REQUEST TO REMEDY EXCLUDED NON-PERFORMANCE ISSUES. ANY WARRANTY UNDER THIS SECTION 7 (WARRANTY) SHALL IMMEDIATELY CEASE IF CUSTOMER OR ANY THIRD PARTY MODIFIES ANY PORTION OF A DELIVERABLE OR MODIFIES CUSTOMER'S SYSTEM SO THAT A DELIVERABLE IS NO LONGER FUNCTIONAL OR APPROPRIATE.

7.3 Disclaimer. EXCEPT AS EXPRESSLY DESCRIBED IN THIS SECTION 7 (WARRANTY), BIS MAKES NO WARRANTY OF ANY KIND. BIS DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO SERVICES AND DELIVERABLES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, GOOD TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BIS DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES PROVIDED WILL BE WITHOUT DEFECT OR ERROR.

8. Confidential Information

8.1 "Confidential Information" means (a.) the terms of this Agreement and any SOW, including pricing, (b.) Customer documents, files, and data which BIS has accessed in performing the Services, and (c.) any financial, strategic, or other information that the disclosing Party provides to the receiving Party that would reasonably be considered to be confidential or that the disclosing Party has otherwise marked as "confidential."

8.2 Exclusions. Confidential Information will not include any information that is (a.) already in possession of the receiving Party without obligation of confidence; (b.) independently developed by the receiving Party; (c.) becomes generally available to the public without breach of this Agreement; (d.) rightfully received by the receiving Party from a third party without obligation of confidence; (e.) released for disclosure by the disclosing Party with its written consent; or (f.) required to be disclosed pursuant to court or government agency order or rule, provided that before disclosing any otherwise Confidential Information, the receiving Party provides reasonable notice of such order or rule giving the disclosing Party opportunity to object to or limit such disclosure. Such information provided to a court or government agency is otherwise to continue being treated as Confidential Information if no other exclusion applies.

8.3 Obligations. The receiving Party of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than the receiving Party exercises to protect its own confidential information. The receiving Party may disclose Confidential Information only to its employees or agents who need to know such information and shall contractually require such employees or agents to comply with the obligations of confidentiality.

8.4 Expiration of Duty. The receiving Party's duty to hold Confidential Information in confidence shall survive as long as the receiving Party possesses or has access to Confidential Information of the disclosing Party, and in no event expire sooner than five (5) years after transmission or Agreement termination; expiration of this duty shall not modify other restrictions on the receiving Party. Notwithstanding the above, the duty of confidentiality shall apply to any trade secret for so long as the information is deemed to be a trade secret under applicable law.

8.5 "Residuals" means concepts, technical information or know-how naturally retained in an employee's memory, but does not include proprietary details, tangible material, nor information deliberately memorized in order to classify it as Residuals. BIS shall be free to use for any purpose Residuals resulting from access to or work with Confidential Information, provided that BIS otherwise complies with the confidentiality obligations contained in this Section 8 (Confidential Information). However, this provision does not grant a license under Customer's patents or copyrights, nor does it give BIS the right to disclose business plans or financial, statistical or personnel data, nor does it allow for any purpose the literal copying of a document. BIS shall be free to re-assign employees with Residuals to other projects without limitations or restrictions under this Section 8.5.

8.6 Non-disclosure or Confidentiality Agreement. In the event the Parties have executed a separate agreement which contains terms and obligations with regards to confidential information that are more restrictive or for a longer duration than this Agreement, the Parties agree to comply with such terms and obligations.

8.7 Confidential Information As Is. Both Parties understand that neither Party makes any representation or warranty as

to the accuracy or completeness of the Confidential Information. Furthermore, both Parties specifically acknowledge and agree that neither will use the Confidential Information as the basis of any claim, demand, liability, or cause of action for misrepresentation, breach of warranty, breach of contract or otherwise. Notwithstanding the foregoing, the Parties agree that accurate and forthcoming information is critical to the success of any SOW. Furthermore, each disclosing Party represents and warrants that it has the right to disclose the Confidential Information to the receiving Party and that such disclosure does not violate any duty of confidentiality owed to any other person.

8.8 Return of Confidential Information. Upon expiration or termination of this Agreement or at the written request of the disclosing Party, the receiving Party must promptly return, remove, or destroy any Confidential Information disclosed in tangible (including electronic) form (including all copies), and provide to the disclosing Party written certification of any such destruction or removal. Notwithstanding the foregoing, copies of Confidential Information stored on backup media in accordance with the receiving Party's standard archive procedures or automatically retained for disaster recovery purposes, need not be returned, removed, or destroyed as provided in this Agreement so long as the receiving Party makes no attempt to restore, disclose or use such Confidential Information of the disclosing Party.

9. Indemnification and Insurance

9.1 General Indemnity. Each Party (the "Indemnifying Party") will indemnify, defend, and hold the other Party, its officers, directors, employees, or shareholders, harmless from any final court judgment (or settlement to which the Parties have agreed) arising from personal injury or tangible property damage which is determined by a court to be caused by the negligence or willful misconduct of the Indemnifying Party or its authorized employees relating to this Agreement or any SOW. The Indemnifying Party's liability under this Section 9 (Indemnification and Insurance) shall be reduced proportionally to the extent that any act or omission of the other Party or its employees or agents contributed to such liability. "Tangible property" does not include electronic files, data, or other electronic information. In the event a Party obtains physical access to any of the other Party's properties, offices or locations: (a.) the visiting Party agrees to release, indemnify, defend and hold harmless the other Party, its Affiliates and its personnel from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such Party's Affiliates, personnel or property as a result of its entry onto the premises; and (b.) the visiting Party agrees to comply fully with all rules, regulations and instructions issued by the other Party regarding its actions while upon, entering or leaving the property of the other Party.

9.2 Insurance. Each Party will maintain reasonable amounts of insurance, which shall at least meet any limits required by law, for public liability, property damage, employer's liability, and workers compensation.

10. Limitation of Liability

10.1 Exclusion of Incidental, Consequential, and Certain Other Damages. Customer's records are not insured by BIS for the benefit of Customer or any person that may have an interest in such property. BIS assumes no liability for loss or damage to Customer's records and Customer's records are stored at Customer's risk of loss or damage unless such damage or loss is caused by BIS's failure to exercise the degree of care required by law. If BIS's failure to exercise the degree of care required by law causes loss or damage to Customer's records, or any consequential or incidental loss, BIS's liability for all loss and damage whatsoever shall be limited to $1.00 per container unless otherwise specified in a SOW. By written agreement, BIS's liability for loss or damage to Customer's records may be increased, in which event the storage charge will be increased commensurate with the increased liability. Customer waives and releases any claim against BIS on account of loss or damage to any items not listed as Customer's records on the deposit receipt, whether such loss or damage was due or claimed to be due to company's negligence or the negligence of its officers, agents, or employees. To the maximum extent permitted by applicable law, a Party's liability for any claim arising under or relating to this Agreement or any SOW shall be limited to direct damages and shall not exceed the amount paid, and any amounts owed but not yet paid, for the Services. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR BUSINESS) ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY SOW, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations in this Section 10.1 (Liability) shall not apply to a Party's infringement of the other Party's intellectual property rights.

10.2 Disclaimer. IN NO EVENT SHALL BIS BE LIABLE FOR DAMAGES FOR BUSINESS INTERRUPTION, FOR LOSS OF PROFITS OR OPPORTUNITY OR OTHER SUCH FINANCIAL LOSS, FOR LOSS OR UNAVAILABILITY OF DATA OR THE COST OF RECOVERY OF SUCH DATA, FOR LOSS OF PRIVACY, FOR PERSONAL INJURY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE DELIVERABLES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF BREACH OF CONTRACT, BREACH OF WARRANTY, FAULT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), EVEN IF BIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Limitation of Action. No action arising out of this Agreement or any SOW, regardless of the form of action, may be brought by Customer more than one year after the action accrued.

11. Term and Termination

11.1 Term. This Agreement commences on its Effective Date and, unless otherwise terminated as set forth below, ends when a Party terminates such for its convenience by providing the other with written notice, which notice shall become effective ten (10) business days after receipt thereof. If Customer enrolls in BIS's monthly recurring Services program for professional services or any other subscription for Services, this Agreement will remain in effect for the duration of such subscription, provided Customer has paid all applicable fees and there exists no other cause for termination.

11.2 Termination For Cause. Either Party may terminate the Agreement or any SOW upon written notice for material breach by the other Party of any term, if such breach is not cured within thirty (30) days following receipt of written notice of breach from the non-breaching Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

11.3 Consequences of Expiration or Termination.

11.3.1 Effect of Termination. Unless otherwise agreed to in writing, upon termination of this Agreement, any SOW then in effect will immediately terminate. Upon written notification of termination of services, new records will not be placed into production. Customer will be charged for records processed, and the completion of processing of records that were in production at the time of said notification. Final charges for services performed are subject to Section 5.5 (Taxes). Charges or fees associated with the final transfer or conversion of material or data after the termination of services will be based on BIS's standard fee schedule then in effect.

11.3.2 Termination Payment. In the event of termination of this Agreement or any SOW, Customer shall pay BIS the amounts specified in the Costs Section of each such SOW relating to work performed by BIS prior to and including the date of termination, as well as any additional costs or expenses which BIS has incurred or contracted for with respect to the Services and is unable to avoid. If Customer terminates a recurring Services program or other subscription for professional services, other than for cause, Customer shall pay BIS seventy-five percent (75%) of any remaining minimum subscription period then unpaid as liquidated damages. Customer agrees that these liquidated damages are not a penalty but are intended to reasonably compensate BIS for its actual damages, which would otherwise be difficult or inconvenient to ascertain, prove or recover. Additionally, all property of each Party in possession of the other Party; relating to such SOW shall be returned, including all Confidential Information and any Deliverable provided to Customer by BIS under such SOW but not yet fully paid for by Customer. Unless BIS has terminated this Agreement for breach by Customer, Customer may retain a license under Section 6.1 (License) to use incomplete Deliverables for which it has paid; however, all warranties regarding such Deliverables shall cease. Termination or expiration of a SOW shall not void nor otherwise impact this Agreement nor any other SOW.

11.3.3 Survival of Terms. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive termination or expiration of the Agreement.

12. General Provisions

12.1 Equipment. Any BIS equipment, software or other material used to process a record conversion onsite (Customer's location) shall remain BIS property during and upon the completion of the conversion project.

12.2 Separate Software License. The Services may be in support of a Customer license to software under a separate agreement. Such separate agreement shall govern all use by Customer of such software, and this Agreement shall relate solely to the Services. This Agreement is not intended to modify in any way the licensing, warranty, or other agreement provisions for software products separately licensed by Customer from BIS or any other Party, except as expressly provided herein or in a SOW.

12.3 Notice. Unless otherwise agreed to by the Parties, all notices shall be deemed effective when made in writing and received by either (a.) registered mail, (b.) certified mail, return receipt requested, (c.) overnight mail, or (d.) personally delivered, addressed and sent to the receiving Party's address specified in the introductory paragraph to this Agreement or in any SOW or PO, with the original of the notice being addressed to the Project Manager (with respect to any SOW).

12.4 Force Majeure. Except for payment of fees, if either Party shall be prevented from performing any portion of this Agreement or any SOW by causes beyond its control, including casualty, contagion, epidemics, civil commotion, earthquakes, fire, flood, hurricanes, tornadoes, governmental or military acts, controls, orders or regulations, inability to obtain materials or services, labor disputes, national emergencies, war, or acts of nature, such defaulting Party shall be excused from performance for the period of the delay and for a reasonable time thereafter, and such failure or inability shall not constitute a breach of this Agreement. The affected Party shall (a.) provide the other Party with prompt notice of the nature and expected duration of the event, (b.) use commercially reasonable efforts to resume full performance under this Agreement and address and mitigate the cause and effect of such event, (c.) provide periodic notice of relevant developments, and (d.) provide prompt notice of the end of such event.

12.5 Independent Contractor. Nothing in this Agreement or any SOW, and no course of dealing between the Parties, shall be construed to create any employment, joint venture, agency relationship, or partnership between a Party and the other Party or the other Party's employees or agents nor grant either Party the power to direct or control the other Party or the other Party's employees or agents. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

12.6 Governing Law; Jurisdiction; Venue. Except in the event of conflicting sovereign immunity, this Agreement and any SOW, and all the rights and duties of the Parties arising out of, in connection with, or relating in any way to the subject matter of this Agreement or any SOW or any transactions resulting from such, shall be construed in accordance with and governed by the laws of the State of Oklahoma and applicable U.S. federal laws, without regard to conflict of laws provisions. Venue for any actions arising under or relating in any way to this Agreement shall be exclusively in the District Court of Oklahoma County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma, and Customer acknowledges and agrees to submit to the jurisdiction of those courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply and shall have no effect on this Agreement.

12.7 Attorney Fees. If a Party initiates legal proceedings related to this Agreement, the prevailing Party will be entitled to recover reasonable attorney fees and litigation costs.

12.8 Severability. If any provision or portion of this Agreement or any SOW is held or finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such term will be severed from this Agreement, and the remaining provisions or portions shall remain in full force and effect.

12.9 Waiver. No failure or delay to exercise any rights under this Agreement or any SOW shall be deemed a waiver of any rights, nor shall any single or partial exercise preclude any further, future, or other exercise of any rights. Nothing in this Agreement affects any statutory rights that cannot be waived or limited by contract.

12.10 Binding Effect; Assignment. The entirety of this Agreement and any SOW is binding upon the Parties' respective representatives, successors, and assigns. Neither Party shall transfer or assign this Agreement or any SOW without the prior written consent of the other Party. However, neither Party shall unreasonably delay or withhold consent to an assignment of this Agreement or any SOW (solely in their entirety).

12.11 Subcontracting Services. BIS may subcontract any portion of the Services to a third-party contractor without the prior consent of Customer, provided that BIS remains fully responsible to Customer for the delivery of the Services.

12.12 Use of Company Name and Logo. Each Party hereby consents to the other Party's use and publication of its name in customer lists, lists of referrals for other customers (or potential customers), and in other promotional information, including press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or web pages, provided that the Party displays requisite notices and attributions of trademarks, copyrights, and other rights, and such content is shared or made available to the other Party. Each Party shall only display logos of the other Party in accordance with such Party's brand or style guide and only present the other Party's business, services, and other offerings in the same manner as such Party presents itself.

12.13 No Third-Party Beneficiaries. Unless otherwise provided herein, no third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

12.14 Entire Agreement. This Agreement, including any SOW, is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties relative thereto, whether written or oral. BIS may modify this Agreement at any time without notice for any reason, including to respond to changes in applicable law, so Customer is encouraged to review the terms at go.bisok.com/sales-terms on a regular basis. Customer's acceptance or continued use of the Services after any change to this Agreement will be deemed consent to the updated Agreement terms. No other modification to this Agreement shall be valid unless by a written amendment or change order signed by authorized signatories of both Parties. All other modifications shall be deemed void. Other than in a SOW or if linked or otherwise attached to this Agreement, all modifications or terms of any other agreement, purchase order, sales order or similar document, including any pre-printed terms thereon, that are inconsistent or conflict with this Agreement or a BIS quote, shall be null and void and of no legal force or effect, even if BIS does not expressly object to such terms when providing products or services. Notwithstanding the foregoing, if the Parties enter into a separate confidentiality, non-disclosure, or similar agreement with terms that conflict with any terms of this Agreement, the terms of such separate agreement shall control, provided the extent and duration of confidentiality protection meets or exceeds the protections of this Agreement.

12.15 Export Control. Each Party must comply with all applicable laws and regulations related to the import, export or re-export of technology or products (or derivatives of such).

12.16 Interpretation. Each Party has read and agreed to the specific language of this Agreement; no conflict, ambiguity, or doubtful interpretation is to be construed against the drafter. As used in this Agreement, "including" and words of similar effect mean "including but not limited to." The use of "or" will not be deemed to be exclusive.