STANDARD RPG API EXPRESS MAINTENANCE TERMS

These STANDARD RPG API EXPRESS MAINTENANCE TERMS shall apply to any Maintenance Agreement (as defined below) by and between KATO INTEGRATIONS Inc, with offices located at 4114 SW 22nd Court, Cape Coral, FL 33914 ("Vendor") and Customer (as defined below).

W I T N E S E T H:

WHEREAS, Vendor is a Minnesota corporation formed for the purpose of distributing, licensing and providing services for that certain software for composing, transmitting, receiving, and parsing XML documents via web services ("RPG API EXPRESS"); and

WHEREAS, Customer has accepted that certain Software License under which Customer obtained the right to use RPG API EXPRESS ("Software License"); and

WHEREAS, Customer desires Vendor to provide Customer with certain maintenance, training and user support services for RPG API EXPRESS as set forth in that certain quotation for such services adopting these STANDARD RPG API EXPRESS MAINTENANCE TERMS as accepted by Customer.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Vendor and Customer hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties is true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

(1)   Acceptance Date: The term "Acceptance Date" shall mean the date an Enhancement or Update is accepted by Customer as provided under this Agreement.

(2)   Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise the Software.

(3)   Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to this Agreement to the other party to this

Agreement seeking to cancel this Agreement because of breach by such other party.

(4)   Computer: The term "Computer" shall have the same meaning as set forth for the term "Computer" in the Software License.

(5)   Customer: The term "Customer" shall mean the party designated as Licensee under the Software License.

(6)   Defect: The term "Defect" shall mean programming or software design errors which substantially impair the performance, utility and functionality of the Software on the Computer as represented in the Documentation.

(7)   Documentation: The term "Documentation" shall mean that certain RPG API EXPRESS User's Guide, including all updates thereto.

(8)   Effective Date: The term "Effective Date" shall mean the date this Agreement is signed by Vendor.

(9)   Enhancement: The term "Enhancement" shall mean executable code for modifications to the Software which improve or expand the functionality or features of the Software.

(10)   Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation", "implementing" and "implemented") shall mean to load and make available for user access.

(11)   Maintenance Agreement: The term "Maintenance Agreement" shall mean that agreement between Customer and vendor as evidenced by that certain quotation for such services offered by Vendor to Customer and incorporating by reference these STANDARD RPG API EXPRESS MAINTENANCE TERMS as accepted by Customer.

(12)   Maintenance Fee: The term "Maintenance Fee" shall mean that certain fee charged to Customer by Vendor for maintenance, support and training services as provided under this Agreement.

(13)   Maintenance Term: The term "Maintenance Term" shall mean a period of time starting with the Effective Date and continuing one year thereafter, except as extended as provided under

this Agreement.

(14) Software: The term "Software" shall mean the executable code for that certain software commonly referred to as RPG API EXPRESS as set forth under the Software License, including Enhancements and Updates thereto.

(15) Update: The term "Update" shall mean executable code for modifications to the Software which improve or expand the performance of the Software on the Computer.

(16) Defect Notice: The term "Defect Notice" shall mean that certain written notice from Customer to Vendor identifying discrepancies between the actual performance of an Enhancement or Update and the performance represented in the Documentation describing the purpose, utility or function of such Enhancement or Update.

(17) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Software or Documentation except for the exclusive purposes of the purpose of composing, transmitting, receiving, and parsing XML documents via web services, demonstrating the performance, utility and functions of the Software, and training employees of Licensee in the use of the Software.

(18) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Software or Documentation except for employees authorized by Licensee to access the Software for the purposes of the purpose of composing, transmitting, receiving, and parsing XML documents via web services being provided by Licensee, demonstrating the performance, utility and functions of the Software and training employees of Licensee in the use of the Software.

ARTICLE II: MAINTENANCE SERVICES

Section 2.01 -- Defect Resolution: Vendor shall correct any Defects in the Software within a reasonable time after such Defect is reported to Vendor by Customer, as follows:

(1) Problem Reporting: Upon discovering a Defect, Customer shall report the Defect ("Service Request").

(2) Email Support: Within a reasonable time after receiving a Service Request, Vendor shall provide

email support in the form of consultations, assistance and advice concerning use of the Software and correction of the Defect ("Email Support").

(3) Telephone Support: If a Defect is not corrected through Email Support within a reasonable time after receiving a Service Request, Vendor shall be available for telephone consultations to correct the Defect.

Section 2.02 -- Enhancements: All Enhancements and Updates shall be implemented on the Computer within thirty (30) days after the date that such Enhancement or Update is released by Vendor.

Section 2.03 -- Acceptance Testing: Upon completing implementation of an Enhancement or Update, deemed delivered to Customer. The Enhancement or Update shall be deemed accepted by Customer sixty (60) days after delivery of the Enhancement or Update unless Defect Notice is received by Vendor by such sixtieth day. Upon receiving Defect Notice from Customer, Vendor shall review the asserted discrepancy to determine if the discrepancy is valid. If, in the reasonable professional judgment of Vendor the discrepancy is valid, Vendor shall correct the discrepancy and resubmit the Enhancement or Update for acceptance by Customer. If, in the reasonable professional judgment of Vendor such discrepancy is not valid, Vendor shall submit to Customer a written explanation of the reasons why such asserted discrepancy is not valid. The written explanation of Vendor set forth herein shall be deemed accepted by Customer within ten days after Customer's receipt of the written explanation unless Vendor receives from Customer written notice rejecting such explanation within such ten (10) day period, in which case at Customer's option, either (i) the Enhancement or Update shall not be implemented or (ii) Vendor shall use its commercially reasonable efforts to resolve any discrepancies and to cause the Enhancement or Update to be implemented. Upon receipt of Defect Notice from Customer by Vendor as set forth above, the Enhancement or Update shall be deemed accepted by Customer except as to the discrepancies specified in the Defect Notice.

ARTICLE III: CUSTOMER SUPPORT

Section 3.01 -- Customer Consultations: Whenever requested during regular business hours, as listed below in Section 3.04, Vendor shall provide Customer with telephone or email consultations in answering questions concerning use of the reasonable Software. All such telephone consultations shall be subject to the discretion of

Vendor and consistent with the nature and frequency of consultation provided to similarly situated customers.

Section 3.02 -- Program Modifications: Upon discovering a desired modification for the Software, Customer may request implementation of the modification. Any such request shall be submitted to Vendor in writing. Implementation of any such modification shall be subject to the reasonable discretion of Vendor. Any service provided by Vendor in implementing any such modification shall be at the time and material rates of Vendor prevailing at the time such services are rendered.

Section 3.03 -- Customer Cooperation: Customer shall cooperate with Vendor by granting access to the Software and the Computer, and providing data and information reasonably required by Vendor to correct a Defect. Customer shall cooperate with Vendor to facilitate web browser based desktop sharing on a Windows workstation that has access both to the Computer and the Internet. The workstation must support Gotomeeting by www.gotomeeting.com or an equivalent web sharing solution, as approved by Vendor.

Section 3.04 -- Schedule Restrictions: The services to be provided by Vendor hereunder shall be performed only during the hours of 8:30 a.m. through 5:00 p.m., US Central Time, Monday through Friday (excluding US Public holidays). 24x7x365 emergency service is available if Customer has purchased Global Access Support.

ARTICLE IV: LICENSING

Section 4.01 -- License Grant: Vendor hereby grants to Customer a non-exclusive and non-transferable license to use the Enhancements and Updates and Documentation for the Maintenance Term.

Section 4.02 -- Risk of Loss: Customer assumes risk of loss to an Enhancement or Update as of the Acceptance Date for such Enhancement or Update.

Section 4.03 -- Authorized Use: Customer shall prevent Unauthorized Users from accessing the Software. Customer shall prevent Unauthorized Access to the Software.

ARTICLE V: PAYMENT

Section 5.01 -- Maintenance Fee: Customer shall pay Vendor a Maintenance Fee as of the Effective Date and each anniversary of the Effective Date. Vendor shall establish the Maintenance Fee for a Maintenance Term by

written notice to Customer at least thirty days in advance of the first day of such Maintenance Term.

Section 5.02 -- Consulting Fee: Services provided to Customer by Vendor which are not provided under this Agreement shall be invoiced to Customer by Vendor at Vendor's published time and material rates prevailing at the time the services are rendered plus actual travel (subject to Customer's prior written approval) and per diem costs incurred by Vendor in providing such services.

Section 5.03 -- Expenses: All taxes (except income taxes), insurance, postage, travel (subject to Customer's prior written approval), and shipping costs incurred by Vendor in performing services under this Agreement shall be paid by Customer.

Section 5.04 -- Invoicing and Payment: Vendor shall invoice Customer weekly for fees and expenses in providing services under this Agreement. Customer shall pay any such invoice in full within thirty (30) days of receiving such invoice.

ARTICLE VI: TERMINATION

Section 6.01 -- Termination Limitations: This Agreement may only be terminated as provided under this Article VI.

Section 6.02 -- Term and Renewal: This Agreement shall be valid for the Maintenance Term except as extended hereunder. The Maintenance Term shall renew for one year on each anniversary of the Effective Date until terminated pursuant to Section 6.03 or 6.04.

Section 6.03 -- Termination: Either party may terminate this Agreement for convenience with thirty (30) days written notice of termination to the other party.

Section 6.04 -- Cancellation for Cause: If a party violates its obligations under this Agreement, the other party may cancel the Agreement by sending Cancellation Notice describing the noncompliance to the noncomplying party. Upon receiving Cancellation Notice, the noncomplying party shall have thirty (30) days from the date of such notice to either cure any such noncompliance or, if the noncompliance cannot be cured within such thirty (30) day period, to begin curing such noncompliance in good faith. If such noncompliance is not cured within the required thirty (30) day period, or, if the noncompliance cannot be cured within such thirty (30) day period and the noncomplying party does not make a good faith effort to begin curing such noncompliance within such thirty (30) day period, the party providing Cancellation Notice shall have the right to cancel this Agreement as of the thirty-first

(31st) day after the date of the Cancellation Notice.

Section 6.05 -- Refund in the Event of Termination: If this Agreement is terminated by Customer, Vendor shall not refund any maintenance fees received by Vendor from Customer for the full Maintenance Term.

ARTICLE VII -- WARRANTY

Section 7.01 -- Maintenance Warranty: Vendor warrants that Vendor shall maintain the Software free from all Defects and that the Software shall conform to the performance capabilities, functions and other standards applicable thereto as set forth in this Agreement and the Software License. Vendor warrants that all Enhancements and Updates implemented by Vendor shall be fully compatible with each other and the Software.

Section 7.02 -- Service Warranty: The services to be provided by Vendor hereunder shall be performed in a timely and professional manner by qualified software personnel familiar with the Software, Enhancements, Updates and Computers and shall conform to the standards generally observed in the industry for similar services. Such services shall be in compliance with all applicable laws, rules, regulations or orders.

Section 7.03 -- Software Modifications: If the Software is modified by any party other than Vendor or third parties authorized by Vendor, Vendor shall be discharged from any further obligations under this Agreement. Any such discharge shall not affect the obligations of Customer which shall be continuing and binding despite such discharge.

Section 7.04 -- Original Development: Vendor represents and warrants that the Enhancements and Updates shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party.

Section 7.05: WARRANTY LIMITATION: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 -- Ownership and Title: Title to the Enhancements, Updates and Documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of

Vendor

Section 8.02 -- Reverse Engineering: Customer shall not reverse engineer an Enhancement or Update.

Section 8.03 -- Confidentiality: Customer hereby acknowledges that the Enhancements, Updates, and Documentation may contain information that may be trade secret and proprietary to Vendor. Customer hereby agrees not to disclose such information except to persons and organizations expressly authorized by Vendor to receive such information. Customer shall not remove or alter any copyright notices or proprietary legends affixed by Vendor to such Enhancements, Updates or Documentation.

Vendor hereby acknowledges that information provided by Customer may contain information that may be trade secret and proprietary to Customer. Vendor hereby agrees to not disclose such information except to persons and organizations expressly authorized by Customer to receive such information.

Section 8.04 -- Copies: Customer shall not copy Enhancements, Updates or Documentation and shall not allow the Enhancements, Updates or Documentation to be copied without the prior written consent of Vendor.

Section 8.05 -- Limitation of Damages: Vendor shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of Vendor, which such circumstances shall include (without limitation) natural disaster, terrorism, labor disputes, war, declarations of governments, transportation delays, failure of the Computer, telecommunications failure and misuse of the Software by Customer.

Section 8.06 -- Continuation: The terms and provisions of this Article VIII shall survive termination of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 -- Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of Vendor shall be void.

Section 9.02 -- Entire Agreement: Excepting the Software License and the Software Escrow Agreement between the parties hereto, this Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning maintenance, user support and training services for the Software.

Section 9.03 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, Customer shall have the right to seek specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Vendor.

Section 9.04 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties.

Section 9.05 -- Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 9.06 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 9.08 -- Governing Law: This Agreement is governed by the laws of the state of Minnesota and venue shall be Hennepin County, Minneapolis, Minnesota USA.

Section 9.09 -- Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by courier or mailed postage prepaid by Certified or Registered Mail -- Return Receipt Requested -- to the person and address set forth in the applicable quotation for maintenance services. Notice shall be deemed given on the date of receipt -- as evidenced in the case of Certified or Registered Mail by Return Receipt.

Section 9.10 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 -- Bankruptcy: If either party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by the other party, fees and expenses shall be born by the filing party. If either party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial.

Section 9.12 -- Waiver: Waiver of breach of this

Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 9.13 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of Customer and Vendor. Nothing herein shall be construed as creating partnership, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 9.14 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with Arbitration Rules of the American Arbitration Association in St. Paul, Minnesota. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Three qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of the American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by the American Arbitration Association in St. Paul, Minnesota.

Section 9.15 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the date of this Agreement to the best of their knowledge.

Section 9.16 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).