

Dicentral™ CORPORATION

Online Subscriber Service Agreement

Dicentral is engaged in the business of developing B2B computer software and provides electronic data interchange ("EDI") service known as Dicentral Services ("Services"). Dicentral offers Services to Subscriber primarily via the World Wide Web at <http://www.dicentral.com/>. By completing this Online Subscriber Service Agreement ("Agreement") and using the Services, the Subscriber agrees to be bound by all of the terms in this Agreement.

Dicentral reserves the right to revise the terms and conditions of this Agreement by conspicuously posting notice of such changes online in the Dicentral web site for a period of thirty (30) consecutive days prior to the effective date of change.

The Subscriber is responsible for regularly reviewing information posted online to obtain timely notice of such changes. Continued use of the Services by Subscriber after such change(s) will constitute its acknowledgment and acceptance of the revised terms and conditions.

I. TERMS AND CONDITIONS

- a. Subscriber must have the capability of sending or receiving data electronically using either EDI standards or other agreed formats via access on the Internet provided by a third party Internet Service Provider ("ISP").
- b. This Agreement shall become effective on the date of registration and shall continue for a minimum period of three (3) months. Subscriber may terminate the Services (i) at any time after the minimum period upon thirty (30) days prior written notice to Dicentral, (ii) in the event of default by Dicentral not cured within fifteen (15) days after Dicentral receives from Subscriber written notice of such default describing such default in reasonable detail, or (iii) in the event of default by Subscriber not cured within fifteen (15) days after Subscriber receives from Dicentral written notice of such default describing such default in reasonable detail.
- c. Subscriber will be allowed to use Services to exchange, view, transmit, and/or receive business data in pre-defined standardized formats. Access to Subscriber's working area will require a valid user ID and password ("access codes") provided by Dicentral. In using the Services, it is the Subscriber's responsibility to secure its own access codes and monitor the use of these access codes.
- d. Dicentral shall use reasonable efforts to maintain the Services to be operated continuously with the exception of the time necessary for scheduled and unscheduled hardware and software maintenance.

- e. Subscriber shall be responsible for complying all the data and transaction requirements of its trading partner(s). Subscriber shall promptly notify DCentral of any change to these requirements.
- f. DCentral shall publish, and update from time to time, a directory of current Subscribers ("DCentral Subscriber Directory"). DCentral makes no representation or warranty as to the accuracy or completeness of the information therein. Subscriber agrees to allow its name, address, contact information and products/services to be listed in the DCentral Subscriber Directory unless otherwise requested in writing.
- g. Subscriber agrees to pay for charges posted in the Subscriber's account for the use of the Services via the credit card information provided to DCentral, or a previously approved payment method. Pricing, and all pricing changes for Services will be listed in the Billing Information terms and conditions located in the DCentral web site. Subscriber agrees to pay all fees invoiced (including applicable taxes) on account of Subscriber's use of Services, referenced under the Subscriber's access codes, upon receipt of the invoice by Subscriber. DCentral reserves the right to modify Services pricing from time to time with no less than thirty (30) days written notice of any such modification.
- h. Subscriber shall be able to change its subscribed monthly service plan from time to time by providing DCentral with no less than thirty (30) days advance written notice of any such change.
- i. Subscriber will be responsible for all charges resulting from its uses of the Services, including any unauthorized use. Subscriber agrees to notify DCentral, in writing, of any unauthorized uses, and to immediately change its access codes and take other security measures to prevent further unauthorized uses.
- j. DCentral may, in its sole discretion, suspend without notice, or terminate with notice, Subscriber's use of the Services in the event of a breach of this Agreement, including, but not limited to, failure to pay service fees, an extended period of inactivity, or verification that a third party's rights are being interfered with or infringed upon.
- k. Invoices are due and payable upon receipt by Subscriber, and a late fee will be assessed, in addition to the amount due, if payment is received more than twenty-one (21) days after the date of the invoice. The parties agree that the late fee imposed upon Subscriber shall be five percent (5%) per month on the accruing outstanding balance. Any question or dispute concerning invoices must be submitted in writing within thirty days of the date of invoice. In the event of non-payment of charges for thirty (30) days after invoice dates, DCentral may terminate this Agreement and Services provided for hereunder without further notice. Once terminated under this provision, Subscriber will have to pay a

reinstatement fee of one hundred dollars (\$100) in addition to the amount due and interests thereof if Subscriber would like to reactivate its account.

1. DCentral acknowledges that all data provided to DCentral by Subscriber or by Subscriber's trading partner is confidential. DCentral shall use reasonable efforts to keep this data, while it exists within DCentral's facility, confidential. DCentral will not use such data for any purpose and will not disclose such data to any persons except
 - (1) Subscriber's trading partner for data sent to DCentral by Subscriber; and
 - (2) Subscriber for data sent by Subscriber's trading partner to which such data was intended to be transmitted. Notwithstanding the foregoing, DCentral may disclose confidential information which (i) was in DCentral's possession prior to the disclosure of that information to DCentral by Subscriber and Subscriber's trading partners; (ii) is or becomes generally known to members of the general public through no fault of DCentral; (iii) is rightfully received by DCentral from a third party that does not impose a duty of confidentiality upon DCentral; (iv) is independently developed by DCentral without violating any duty of confidentiality to Subscriber or to any of Subscriber's trading partner; or (v) DCentral had received the prior written consent of both Subscriber and Subscriber's trading partners.

II. DISCLAIMER OF WARRANTIES

Given the large number of data sources and the inherent dangers of electronic distribution, delays, omissions, and/or inaccuracies may occur in such information and the Services.

DICENTRAL, ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION TRANSMITTED THROUGH THE SERVICES, OR THE SERVICES ITSELF.

DICENTRAL EXPRESSELY DISCLAIMS RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SAID INFORMATION, AND THE RESULTING DAMAGES FROM THE USE OF SUCH INFORMATION, OR FOR THE INTERRUPTION OF THE USE OF SERVICES. DICENTRAL DOES NOT DETERMINE THE LEGALITY OF INFORMATION TRANSMITTED THROUGH SERVICES, NOR DOES DICENTRAL EVALUATE WHETHER THE TRANSMITTED INFORMATION OR USE OF SERVICES INFRINGES UPON THE RIGHTS OF ANY THIRD PARTY.

DICENTRAL DOES NOT ACT AS ARBITER OF DISPUTES BETWEEN THE SUBSCRIBERS AND THIRD PARTY COMPLAINANTS ARISING OUT OF THE USE OF THE SERVICES.

III. INDEMNIFICATION

Subscriber agrees to indemnify and hold DCentral harmless from all losses, damages, claims, actions or causes of action, expenses, judgments, penalties, and other liabilities arising from:

- a. The unauthorized access to Subscriber's working area provided by the Services, or access codes, by any third party,
- b. Errors or omissions in data supplied by Subscriber or its trading partners through the Services
- c. Delays or errors in transmission of data, and the failure to function, or malfunction, of the Services,
- d. Intellectual property (patent, trademark, service mark, trade-name, trade secret, or copyright) infringement or dilution on account of information provided through the Services,
- e. Tortious interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation, or
- f. Use, negligent use, or fraudulent use of the Services by Subscriber, or any other authorized or unauthorized third party.

IV. DISCLAIMER AND LIMITATION OF LIABILITY

The Subscriber agrees that the liability of DCentral, its affiliates, subsidiaries, agents, and licensors, if any, arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with the Services, or the information transmitted by and through the Services, shall not exceed the amount paid to DCentral for the transmission of the particular information in question. In the event of failure of the system, DCentral's total responsibility will be to use its best efforts to correct any such failure or malfunction.

In no event will DCentral, its affiliates, subsidiaries, agents, or licensors be liable to the Subscriber or anyone else for any decision made or action taken by the Subscriber in reliance on such information or for any consequential, special, incidental, indirect, or similar damages.

Neither DCentral, any of its affiliates, subsidiaries, agents, or licensors shall be liable to the Subscriber or anyone else for any loss or injury caused in whole or part by its

negligence or contingencies beyond its control in procuring, compiling, interpreting, reporting, or delivering the Subscriber's or Subscriber's trading partners' data, and any information transmitted through the Services.

V. TITLE and LICENSE

Subscriber understands that certain proprietary software belonging to DCentral may reside on Subscriber's facilities (the "Software") during periods of connection of those facilities to the Services. Subscriber acknowledges and agrees that, subject to the limited license provided herein, all rights and interest in the Software remain with DCentral and no title or interest in the Software is transferred to Subscriber under this Agreement.

DCentral hereby grants Subscriber a single-user, non-exclusive, non-transferable limited license to use the Software via DCentral site for purposes of this Agreement only and in the regular course of its business. Subscriber agrees not to transfer, adapt, modify, otherwise copy, reverse assemble, reverse compile or otherwise translate or distribute the Software or rent, lease, assign or attempt to license it. The license shall terminate with the termination of the Agreement.

VI. MISCELLANEOUS

- a. The laws of the State of Texas, United States shall govern this Agreement. Also, all parties agree to bring any action against the other in connection with this Agreement in a federal or state court located in the jurisdiction of Houston, Texas, United States. All parties consent to the jurisdiction of such courts, and waive any right to have any proceeding transferred from such courts on the ground of improper venue or inconvenient forum.
- b. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law, or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.
- c. This Agreement, as amended, constitutes the complete and exclusive Agreement between the Subscriber and DCentral regarding the Services. This Agreement supersedes and governs all prior proposals, agreements, or other communications between the Subscriber and DCentral.
- d. By completing the bottom section of the online registration process, the Subscriber's signatory certifies that they are authorized to legally bind the Subscriber to the Agreement, and that the Subscriber agrees to the enclosed terms and conditions, and that the Subscriber agrees to be bound by the online registration as if the Agreement was executed in hard copy.

APPENDIX: SERVICE CONDITIONS

DIcentral agrees that, in its performance of its Agreement with Subscriber and in providing the Services to the Subscriber's Trading Partners, its Services will meet or exceed the following required service conditions:

1. **Normal Business Hours.** DIcentral shall provide assistance and technical support to Subscriber in the use of the DIcentral Services. Technical support will be available during the normal business hours between 8 AM CST and 6 PM CST for Subscriber and Subscriber's authorized Trading Partners that are serviced by DIcentral. DIcentral will make available emergency technical phone support outside the normal technical support hours. Subscriber will be able to identify calls outside the normal technical support hours as an emergency calls using DIcentral's voicemail system. Upon receipt by DIcentral of an emergency call, DIcentral technical support will be notified by pager and will respond to the call within four (4) hours.
2. **Normal System Operating Hours.** DIcentral shall use reasonable efforts to cause the System to be operated continuously with the exception of the time necessary for scheduled and unscheduled hardware and software maintenance. The normal System operating hours of DIcentral 's servers that processes data for Subscriber is 7 DAYS A WEEK, 24 HOURS A DAY for all service levels other than assistance and technical support. The System may be unattended during certain time periods. With the exception of the time necessary for scheduled and unscheduled hardware and software maintenance, DIcentral shall use its best efforts to cause the System to be available and accept data from both Subscriber and Subscriber's Trading Partners at least ninety eight (98) percent of the time, outside those exceptions, during normal System operating hours as calculated on a calendar month basis.
3. **Transaction Availability.** For transactions being sent from the Subscriber's authorized Trading Partner to Subscriber, DIcentral will insure those transactions are made available to Subscriber within thirty (30) minutes of when the Subscriber's Trading Partner has successfully connected to the DIcentral Service and provided those transactions to DIcentral. If the DIcentral Service is available when the Subscriber's Trading Partner successfully established connection to DIcentral website, the thirty (30) minute period begins when such Trading Partner initiates the sending of those transactions. For transactions being sent from DIcentral to the Subscriber's Trading Partners, DIcentral will insure those transactions are made available to the Subscriber's Trading Partners within thirty (30) minutes of Subscriber' successful completed the transmission of those transactions to DIcentral.
4. **Notification for Scheduled Downtime.** When the DIcentral Service is not available for more than fifteen (15) minutes during normal System operating

hours or is not available at the beginning of the normal business hours, DCentral will notify Subscriber by Email, Fax, Phone, or posted on DCentral's website.

5. Disaster Recovery. In the event of disaster or other unplanned interruption of the operation or accessibility of the fully functional primary DCentral web site to Subscriber, DCentral will provide backup hardware, software, communication lines and an alternate site for continuation of the DCentral Services. DCentral agrees that such alternate site will be available within 4 hours of the occurrence of any unplanned interruption in the operation of the primary DCentral site.
6. Unscheduled Downtime. Other than the scheduled downtime as stated in service condition number four (4) above, DCentral will use its best efforts to notify Subscriber of any unscheduled downtime by Email, fax, or phone.
7. Subscriber's cooperation. As to any service conditions as stated in paragraphs number one (1) to six (6) above, in which DCentral is unable to achieve, DCentral agrees to provide Subscriber in writing, with a detailed statement as to why DCentral was unable to achieve that service condition. Subscriber agrees to work cooperatively to assist DCentral in achieving each of the service conditions, provided that no such cooperation shall be deemed a waiver on Subscriber's part of its rights under the Agreement to require DCentral to meet all service conditions.