



## PARTNER CONNECT AGREEMENT

This Partner Connect Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Grey Wolf Systems (GWS), and \_\_\_\_\_ ("Customer").

1. **Scope of Services.** GWS agrees to provide access to Partner Connect for an agreed to period of time. This agreement includes access to the Partner Connect application. Any services performed by GWS outside of the scope of services will be provided at prevailing rate. Any services performed by GWS at Customer's site will be provided at prevailing rate including expenses incurred.
2. **Billable Activities.** Access to Partner Connect shall be billed based upon the selection below. GWS activities outside of the use of Partner Connect shall be 0.3 hrs with increments of 0.1 hrs thereafter. Some examples of defining billable vs. non-billable activities are:
  - "Bugs" in Partner Connect that are fixed according to the software schedule are not billable. Activities to fix "bugs" on an expedited schedule are billable.
  - "Enhancements" to Partner Connect that are completed according to the software schedule are not billable. Activities to provide "enhancements" on an expedited schedule are billable.
  - Activation of Partner Connect shall be billed at \$400.
  - The charges for setup of each document to each trading partner can be found under Schedule B.
  - Custom projects are billable.
3. **Effective Dates.** The term of the contract is month-to-month, and termination shall be provided in writing seven (7) days prior to the beginning of the month.
4. **Payment Terms.** In consideration of the services provided, Customer shall pay GWS the monthly transaction fee within twenty (20) days of the Invoice Date. If Customer does not pay within twenty (20) days, GWS reserves the right to suspend all access to Partner Connect.
5. **Ownership.** Any software developed for the purpose of this agreement shall remain the property of GWS. Customer shall not lease, sell or otherwise transfer the software to any third party, except as authorized by GWS.
6. **Liability.** CUSTOMER AGREES GWS SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, GOODWILL, OR OTHER SPECIAL, INCIDENTAL CONSEQUENTIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES SUFFERED BY CUSTOMER RESULTING FROM SAID AGREEMENT. GWS'S MAXIMUM LIABILITY, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED FEES PAID BY CUSTOMER.

7. Personnel. GWS has made a considerable investment in the hiring, training and retention of its personnel. Customer agrees to refrain from soliciting for employ any GWS employee for a period of two (2) years, unless otherwise mutually agreed in advance.
8. Travel. Travel expenses shall be covered by Customer in addition to billed services. Travel time is not charged, but a minimum of 1.5 times travel time will be minimum billed for an on-site trip (even if actual time is less). If Customer schedules an onsite trip for services and cancels the trip, the Purchaser must pay for the travel expenses incurred and may incur a cancellation fee.
9. Governing Law. This Agreement and all amendments hereto are to be governed by the laws of the State of Colorado.
10. Program Levels.

Program Level	Maximum Number of Documents per Month	Program Rate per Month	Additional Monthly Fee per Document
Level 1	100	\$60	\$0.450
Level 2	500	\$240	\$0.304
Level 3	1,500	\$540	\$0.182
Level 4	5,000	\$1,180	\$0.096
Level 5	10,000	\$1,660	\$0.043
Level 6	20,000	\$2,090	\$0.016
Level 7	Contact Grey Wolf		

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_