**NTERONE CERTIFICATION INTELLIGENCE SOFTWARE**
Terms and Conditions

**INTRODUCTION**

(1)     These terms and conditions govern your use of Nterone's Certification Intelligence software.  By using this software, you agree to be bound by these terms and conditions.

**PARTIES**

(2)     Nterone Corporation incorporated under the laws of the State of Delaware, whose address is 747 Sandy Ridge Rd., Tyner, NC 27980, **Supplier.**

(3)     You are the **Customer.**

**AGREED TERMS**

**1.      INTERPRETATION**

1.1.      The definitions and rules of interpretation in this clause apply in this agreement.

**Authorized Users:** those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

**Business Day:** any day which is not a Saturday, Sunday or public holiday in the United States.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.2.

**Customer Data:** the data inputted by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Documentation:** the document made available to the Customer by the Supplier online via nci.nterone.com or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

**Effective Date:** the date Customer accepts this agreement.

**Normal Business Hours:** 8.00 am to 6.00 pm local EST time, each Business Day.

**Services:** the subscription services provided by the Supplier to the Customer under this agreement via nci.nterone.com or any other website notified to the Customer by the Supplier from time to time.

**Software:** the online software applications provided by the Supplier as part of the Services.

**Subscription Fees:** the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in in the separate subscription fees agreement between Customer and Supplier (hereinafter the "Subscription Agreement.")

**Subscription Term:** the subscription term specified in the Subscription Agreement.

**Support Services Policy:** the Supplier's policy for providing support in relation to the Services as made available at nci.nterone.com or such other website address as may be notified to the Customer from time to time.  Supplier may amend the Support Services Policy in its discretion, from time to time.

**User Subscriptions:** the user subscriptions purchased by the Customer pursuant to clause 3.3 which entitle Authorized Users to access and use the Services and the Documentation in accordance with this agreement.

**Virus:** any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**2.      USER SUBSCRIPTIONS**

2.1.      Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2.      In relation to the Authorized Users, the Customer agrees that:

(a)      the maximum number of Authorized Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased;

(b)      it will not allow or suffer any User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation;

(c)      each Authorized User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorized User shall keep his password confidential;

(d)      it shall maintain a written, up to date list of current Authorized Users and provide such list to the Supplier within five (5) Business Days of the Supplier's written request at any time or times;

(e)      it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorized User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

(f)      if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

(g)     if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in Subscription Agreement within ten (10) Business Days of the date of the relevant audit.

2.3.     The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or, causes damage or injury to any person or property;

Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4.     The Customer shall not:

(a)     attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(b)     attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(c)     access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(d)     use the Services and/or Documentation to provide services to third parties; or

(e)     subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or

(f)     attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

2.5.     The Customer shall use all reasonable means to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify the Supplier.

2.6.     The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

## 3.     ADDITIONAL USER SUBSCRIPTIONS

3.1.     Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Subscription Agreement and the Supplier shall grant access to the Services and the Documentation to such additional Authorized Users in accordance with the provisions of this agreement.

3.2.     If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or disapproval of the request.

3.3.     If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the Subscription Agreement and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

## 4.     SERVICES

4.1.     The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

4.2.     The Supplier shall make all commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for planned maintenance carried or unscheduled maintenance performed outside Normal Business Hours.

4.3.     The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided.

## 5.     CUSTOMER DATA

5.1.     The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2.     The Supplier shall follow its archiving procedures for Customer Data and shall use all commercially reasonable means to preserve the security and confidentiality of that data.  In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with Supplier's archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

5.3.     If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

(a)     the Customer acknowledges and agrees that the personal data may be transferred or stored outside the United States or the country where the Customer and the Authorized Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;

(b)     the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

(c)    the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(d)    the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

(e)    each party shall take appropriate technical and organisational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

(f)    The customer gives the supplier permission to access and view their information in the Cisco PSS Platform.

## 6.   THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.

6.1.    The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2.    The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial means to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:

(a)    does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b)    is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3.    This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.4.    The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

## 7.   CUSTOMER'S OBLIGATIONS

The Customer shall:

(a)    provide the Supplier with all necessary cooperation in relation to this agreement, and all necessary access to such information as may be required by the Supplier in order to render the Services, including but not limited to Customer Data, security access information and configuration services;

(b)    comply with all applicable laws and regulations with respect to its activities under this agreement;

(c)    carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d)    ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of this agreement;

(e)    obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f)    ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g)    be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 8.   CHARGES AND PAYMENT

The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with the Subscription Agreement. The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides (i) its credit card details to the Supplier, the Customer hereby authorizes the Supplier to bill such credit card on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term, and subject to clause 13.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period, or (ii) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term, and, subject to clause 13.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period, and the Customer shall pay each invoice within 30 days after the date of such invoice.

8.1.    If the Supplier has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while

the invoice(s) concerned remain unpaid; and, interest shall accrue on such due amounts at an annual rate equal to one and one half (1½) percent per month, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.2.    All amounts and fees stated or referred to in this agreement are exclusive of sales and other applicable tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.3.    If, at any time while using the Services, the Customer exceeds the amount of disk storage space specified in the Documentation, the Supplier shall charge the Customer, and the Customer shall pay, the Supplier's then current excess data storage fees. The Supplier's excess data storage fees current as at the Effective Date are set out in the Subscription Agreement.

8.4.    The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3 and/or the excess storage fees payable pursuant to clause 8.3 at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Subscription Agreement shall be deemed to have been amended accordingly.

## 9.    PROPRIETARY RIGHTS

9.1.    The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2.    The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

## 10.    CONFIDENTIALITY

Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement.  A party's Confidential Information shall not be deemed to include information that: is or becomes publicly known other than through any act or omission of the receiving party; was in the other party's lawful possession before the disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; is independently developed by the receiving party, which independent development can be shown by written evidence; or, is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party. The Customer acknowledges that the terms of this agreement, the details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer. This clause 10 shall survive termination of this agreement, however arising.

## 11.    INDEMNITY

11.1.    The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and 0reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that the Customer is given prompt notice of any such claim; the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and, the Customer is given sole authority to defend or settle the claim.

11.2.    The Supplier shall, subject to clause 11.4, defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United States patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that the Supplier is given prompt notice of any such claim; the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and, the Supplier is given sole authority to defend or settle the claim.

11.3.    In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4.    In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on a modification of the Services or Documentation by anyone other than the Supplier; or, the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or, the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5.    The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

## 12.    LIMITATION OF LIABILITY

12.1.    Subject to the provisions of clause 11, this clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of this agreement; any use made by the Customer of the Services and Documentation or any part of them; and, any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2.    Except as expressly and specifically provided in this agreement:

(a)    the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

(b)    all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c)     the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3.   Subject to clause 13.2:

(a)     the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b)     the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited the total Subscription Fees paid for the User Subscriptions during the twelve (12) months immediately preceding the date on which the claim arose.

## 13.    TERM AND TERMINATION

13.1.   This agreement shall have the term set forth in the Subscription Agreement, unless otherwise terminated in accordance with the provisions of this agreement;

13.2.   Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

(a)     the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(b)     an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

(c)     the other party declares bankruptcy, is declared bankrupt by a court, or enters into a procedure of winding up or dissolution that is not dismissed within ninety (90) days, or should a trustee in bankruptcy or receiver or other equivalent entity be appointed for the other party, or any process or proceeding analogous to any of the foregoing occurs; or

(d)     a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e)     the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

13.3.   On termination of this agreement for any reason:

(a)     all licences granted under this agreement shall immediately terminate;

(b)     each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c)     the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use all commercially reasonable efforts to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d)     the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

## 14.    FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## 15.    WAIVER

A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.  Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

## 16.    SEVERANCE

If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.  If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## 17.    ENTIRE AGREEMENT

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

## 18.    ASSIGNMENT

The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

## 19.    NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in

any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20.   **THIRD PARTY RIGHTS**

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns).

21.   **NOTICES**

Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class mail or certified mail to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement:

If to Supplier:

Nterone Corporation
747 Sandy Ridge Road
Tyner, NC  27980
Facsimile: (252) _____

If to Customer:

Notification address set forth in Subscription Agreement.

A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class mail or certified mail shall be deemed to have been received two days after the date it is deposited into the United States Mail. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

22.   **GOVERNING LAW AND JURISDICTION**

22.1.   This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of the State of North Carolina.

22.2.   The parties irrevocably agree that the state and federal courts of North Carolina have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).