

CONTRACT
BETWEEN
STREAMLINED SALES TAX GOVERNING BOARD, INC.
AND
COMPANY A

This Contract, by and between STREAMLINED SALES TAX GOVERNING BOARD, INC., hereinafter referred to as the "Governing Board" and _____, hereinafter referred to as the "Contractor," is entered into as of the ____ day of _____, 2006 (the "Effective Date"), for the purpose of certifying Software as a CAS under the Streamlined Sales and Use Tax Agreement as amended ("SSUTA").

RECITALS

WHEREAS, the Streamlined Sales Tax Project was created by and is comprised of participating governmental authorities (collectively, the Member States and Associate Member States) for the purpose of developing measures to design, test and implement a sales and use tax system that simplifies and modernizes the collection and remittance of sales and use taxes throughout the United States; and

WHEREAS, the Governing Board is a nonprofit corporation incorporated in the State of Indiana with authority to oversee, manage, and implement the SSUTA, and is located at:

Streamlined Sales Tax Governing Board, Inc.
In care of the Federation of Tax Administrators
444 N. Capitol Street, NW, Suite 348
Washington, DC 20001

and

WHEREAS, the Governing Board is authorized under the SSUTA to enter into this Contract to certify Software as a CAS, and

WHEREAS, the Contractor is a corporation incorporated in the State of _____, and is located at:

and

WHEREAS, the Governing Board believes that many sellers of goods and services would benefit from having access to a CAS to assist in collecting and remitting sales and use taxes to the Member States and Associate Member States that comprise the SSUTA; and

WHEREAS, the Governing Board seeks to facilitate the collection and remittance of sales and use taxes by contracting with entities that can provide certified automated systems to sellers who choose to use their software;

WHEREAS, the Contractor seeks to have its Software certified as a CAS under the SSUTA and Article V of the Rules and Procedures of the Governing Board with authority to sell or license its CAS to sellers of goods and services who remit sales and use taxes to Member States and Associate Member States that are participating in the SSUTA; and

WHEREAS, the Certification Committee of the Governing Board has evaluated the Software and determined that it satisfies the requirements of a CAS under the SSUTA and Article V of the Rules and Procedures of the Governing Board.

Now therefore,

THE GOVERNING BOARD AND THE CONTRACTOR, AS PARTIES TO THIS CONTRACT AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

Upon execution of this Contract by both parties and approval of the Contract by the Governing Board, the Software is hereby certified by the Governing Board as a CAS as of the Effective Date, having met the certification standards as adopted by the Governing Board and documents issued pursuant thereto.

A. DEFINITIONS:

Except where the context requires otherwise, the following definitions shall apply in this Contract.

A.1 Associate Member State means a state or other governmental authority that has petitioned for membership in the SSUTA and has been designated as an Associate Member State pursuant to the SSUTA, Section 704, Subsections B and C.

A.2 Software means the software and related processes that the Contractor presented to the Governing Board for review and that the Certification Committee evaluated and tested to determine whether it should be certified as a CAS under the SSUTA and Article V of the Rules and Procedures of the Governing Board.

A.3 CAS means software that the Governing Board certifies as a CAS under Section 501 of the SSUTA and Article V of the Rules and Procedures of the Governing Board.

A.4. Certification Committee means the committee appointed by the Governing Board to advise the Governing Board on matters pertaining to the evaluation, testing, certification and recertification of service providers and automated systems.

A.5. Member State means a state or other governmental authority that has petitioned for membership in the SSUTA and has been found to be in compliance with the requirements of the SSUTA pursuant to Section 805 of such agreement.

A.6. Seller means a person making sales, leases, or rentals of personal property or services who uses the Contractor's CAS to perform any of the Seller's tax functions.

A.7. SSUTA means the multi-state Agreement known as the Streamlined Sales and Use Tax Agreement adopted November 12, 2002, as subsequently amended.

B. CERTIFICATION REQUIREMENTS:

B.1. Requirements of a CAS Provider. As a provider of a CAS, the Contractor shall comply with all terms and conditions of this Contract and all requirements imposed upon a provider of a CAS under the terms of the SSUTA, each Member State's or Associate Member State's laws, the Rules and Procedures of the Governing Board, and all interpretations of the SSUTA issued by the Governing Board.

B.2. Certification Requirements. Without limiting the obligations of the Contractor set forth in Section B.1, the Contractor shall ensure that the CAS:

- (a) Determines the applicable state and local sales and use tax rate for a transaction;
- (b) Determines whether or not an item is exempt from tax;
- (c) Determines the amount of tax to be remitted for each taxpayer for a reporting period;
- (d) Generates reports and returns as required by the Governing Board; and
- (e) Meets any other requirements set by the Governing Board from time to time.

B.3. Integration of CAS with Seller's System. The Contractor shall make available to all Sellers who use the CAS a mechanism for ensuring that the CAS is integrated into and interfaces with the Seller's software in a manner that allows the CAS to function properly for the Seller. The Contractor shall make available appropriate testing materials and processes that allow Sellers to determine that the CAS is operating properly before using the CAS to perform sales and use tax functions. The Contractor shall provide written notice to the Governing Board of the date on which the CAS is installed in each Seller's operating system.

B.4. Required Modifications to CAS. The Governing Board, Member States, and Associate Member States shall, through the Testing Central program, notify the Contractor in writing of changes in applicable law or policy that may require a modification of the CAS. Unless the Contractor determines that a modification of the CAS is not necessary to comply with the change in applicable law or policy, the Contractor shall make the modification within ten (10) business days after receipt of the notification, unless an extension is granted by the Testing Central program. Within five (5) business days after making any modification (or making any decision that a modification is not necessary), the Contractor shall send written confirmation of the modification (or written explanation of why a modification was not necessary) through

the Testing Central program to the Governing Board, Member State, or Associate Member State.

If the Contractor makes any modification to the CAS, it shall contact each Seller who has registered with the Governing Board and listed the Contractor as the provider of its CAS, alert the Seller that a modification to the CAS is available, inform the Seller that the modification must be made if the Seller wishes to comply with Governing Board requirements for Model 2 Sellers, and permit the Seller or Contractor to install the modification in order to update the Seller's version of the CAS. Unless the Contractor is notified in writing through the Testing Central program that a different time period applies, the Contractor shall either install the modifications or make the modifications available in a form that the Seller can install within thirty (30) days after the Contractor received notice of the change in applicable law or policy.

B.5. Expedited Modifications. Notwithstanding the time periods set forth in Section B.4, if the Governing Board, Member State, or Associate Member State, through the Testing Central program, notifies the Contractor that a modification to the CAS must be made on an expedited basis, the Contractor shall make the modification within the time period stated in the notice or, if no time period is stated, the Contractor shall make the modification as soon as is reasonably practicable after receiving the notice. The Contractor shall make the modification available to the Testing Central program for testing as soon as the CAS is modified. The Contractor, Governing Board, Member States, and Associate Member States shall make their best efforts to test the modification before the Contractor makes it available to Sellers. If testing cannot be completed by the time the Contractor is required to make the modification available to Sellers, any liability relief that the Contractor receives under Sections E.2 and E.3 shall extend to the CAS, as modified, until testing is complete.

B.6. Optional Modifications to the CAS. After the Effective Date of this Contract, the Contractor shall not make any material modifications to the CAS that are not required by the Governing Board, Member States, or Associate Member States without notifying the Governing Board, through the Testing Central program, in writing at least thirty (30) days prior to making the modification available to Sellers.

B.7. Services Not Certified. The Contractor and the Governing Board recognize that the Contractor may provide services, software or hardware to Sellers beyond those covered in this Contract, such as:

- (a) General accounting services or software,
- (b) Invoice preparation, billing and accounts receivable collection services,
- (c) Tax calculation or reporting services or software unrelated to the Seller's sales and use tax functions with respect to its sales,
- (d) Consulting services, and
- (e) Computer hardware.

Such services are not within the scope of this Contract and neither the Governing Board nor any Member State or Associate Member State certifies, approves, or recommends the Contractor as a provider of such services, software or computer hardware.

C. CONTRACT TERM AND CONTINUED CERTIFICATION:

C.1. Contract Term. This Contract shall be effective so long as the Governing Board continues to certify the Software as a CAS under the SSUTA and Article V of the Rules and Procedures of the Governing Board.

C.2. Continued Certification. The CAS shall remain certified so long as the Governing Board determines that the certification of automated systems is appropriate for implementation of the SSUTA and so long as the CAS and the Contractor remain in full compliance with the certification requirements in Section B of this Contract. Decisions whether to continue certification are within the sole discretion of the Governing Board and are not subject to review. Under no circumstances shall the Governing Board, Member States, or Associate Member States be liable for any claim, liability, loss, damage, or injury to the Contractor or to any other person resulting directly or indirectly from a decision whether or not to continue certification. The Contractor shall indemnify and hold harmless the Governing Board, Member States, and Associate Member States, and each of their officers, directors, agents, representatives, and employees from and against any claim or suit arising or resulting from such decisions.

D. CONTRACTOR'S AGREEMENT WITH SELLERS:

D.1. Disclosures in Agreements with Sellers. The Contractor shall include in its contract or license agreement with each Seller the following disclosures in substantially the same form and language as set forth below, and shall not include any language or make any representations inconsistent with these disclosures:

CERTIFIED AUTOMATED SYSTEM. THE AUTOMATED SYSTEM THAT [] IS PROVIDING WITH THIS AGREEMENT HAS BEEN CERTIFIED AS A CERTIFIED AUTOMATED SYSTEM (CAS) BY THE GOVERNING BOARD ESTABLISHED UNDER THE STREAMLINED SALES AND USE TAX AGREEMENT (SSUTA) TO CALCULATE THE SALES OR USE TAX IMPOSED BY EACH MEMBER STATE AND ASSOCIATE MEMBER STATE THAT COMPRISE THE SSUTA, TO DETERMINE THE AMOUNT OF TAX TO REMIT TO THE APPROPRIATE MEMBER STATE AND ASSOCIATE MEMBER STATE, TO MAINTAIN A RECORD OF THE TRANSACTION, TO GENERATE TAX RETURNS, AND TO PERFORM OTHER FUNCTIONS AS REQUIRED BY THE GOVERNING BOARD.

REQUIRED UPDATES TO THE CAS. THE USER OF THE CAS WILL BE REQUIRED TO UPDATE THE CAS PERIODICALLY TO COMPLY WITH CHANGES IN APPLICABLE LAW AND POLICY IN THE MEMBER STATES AND ASSOCIATE MEMBER STATES. WHEN UPDATES ARE AVAILABLE, [] WILL CONTACT ITS USERS AND MAKE UPDATES AVAILABLE FOR INSTALLATION. THE USER IS RESPONSIBLE FOR PROMPTLY UPDATING THE CAS TO ENSURE THAT THE MOST CURRENT VERSION OF THE CAS IS OPERATING. USERS ARE CAUTIONED THAT TAXING AUTHORITIES MAY NOT ACCEPT RETURNS THAT ARE PRODUCED, PROCESSED, OR SUBMITTED BY VERSIONS OF THE CAS THAT ARE NOT CURRENT.

USER LIABILITY FOR UNPAID TAXES. [] IS RESPONSIBLE FOR THE PROPER FUNCTIONING OF THE CAS AND, TO THE EXTENT PROVIDED UNDER APPLICABLE LAW, IS LIABLE TO THE MEMBER STATES AND ASSOCIATE

MEMBER STATES FOR UNDERPAYMENTS OF TAX ATTRIBUTABLE TO ERRORS IN THE FUNCTIONING OF THE CAS. THE USER OF THE CAS SHALL REMAIN RESPONSIBLE AND IS LIABLE TO THE STATES FOR REPORTING AND REMITTING TAX. EACH MEMBER STATE AND ASSOCIATE MEMBER STATE SHALL, PURSUANT TO THE TERMS OF SSUTA SECTIONS 306 AND 328, RELIEVE ANY SELLER REGISTERED UNDER THE SSUTA FROM LIABILITY TO THE STATES AND THEIR LOCAL JURISDICTIONS FOR HAVING CHARGED AND COLLECTED THE INCORRECT AMOUNT OF SALES OR USE TAX RESULTING FROM SELLERS RELYING ON ERRONEOUS DATA CONTAINED IN THE CAS ON TAX RATES, BOUNDARIES, OR TAXING JURISDICTION ASSIGNMENTS WHICH HAVE BEEN LISTED IN THE STATE'S RATES AND BOUNDARIES DATABASES, AND ERRONEOUS DATA CONTAINED IN THE CAS PROVIDED IN THE TAXABILITY MATRIX PROVIDED BY THE MEMBER STATE OR ASSOCIATE MEMBER STATE PURSUANT TO SECTION 328. STATES MAY PROVIDE ADDITIONAL LIABILITY RELIEF FOR SELLERS THAT USE A CAS. THE USER SHOULD CONSULT WITH COUNSEL TO DETERMINE THE EXTENT OF ANY SUCH RELIEF.

USER'S REIMBURSEMENT RIGHTS. IF THE USER IS FOUND LIABLE BY ANY TAXING AUTHORITY FOR UNPAID SALES OR USE TAXES, THE USER MAY BE RESPONSIBLE FOR PAYING THE UNPAID AMOUNT OF TAX TO THE TAXING AUTHORITY UNDER APPLICABLE LAW, PLUS ANY ADDITIONAL CHARGES OR AMOUNTS THAT THE TAXING AUTHORITY IMPOSES FOR THE FAILURE TO PAY TAXES WHEN DUE. [] SHALL REIMBURSE THE USER FOR ANY LOSSES THAT ARE ATTRIBUTABLE TO ERRORS IN THE FUNCTIONING OF THE CAS OR THE FAILURE OF [] TO FULFILL ITS OBLIGATIONS TO THE GOVERNING BOARD AS A PROVIDER OF A CAS OR TO MAKE UPDATES TO THE CAS AVAILABLE TO THE USER IN A TIMELY MANNER.

INTERFACE, INTEGRATION, AND TESTING. CERTIFICATION OF THE CAS DOES NOT TAKE INTO ACCOUNT THE INTEGRATION OF THE CAS INTO A PARTICULAR USER'S SOFTWARE OR THE MAPPING OF THE USER'S PRODUCTS TO THE APPROPRIATE PRODUCT CATEGORIES IN THE CAS. FOR THE CAS TO FUNCTION PROPERLY, THE CAS MUST BE INTEGRATED INTO THE USER'S SYSTEM SO THAT THE CAS INTERFACES CORRECTLY WITH THE USER'S SOFTWARE AND OTHER SYSTEM COMPONENTS. THE USER IS SOLELY RESPONSIBLE FOR ENSURING THAT THE CAS IS PROPERLY INSTALLED AND IS OPERATING PROPERLY. THE USER SHOULD TEST THE CAS THOROUGHLY TO ENSURE THAT IT IS OPERATING PROPERLY BEFORE USING THE CAS TO PERFORM THE USER'S SALES AND USE TAX FUNCTIONS.

LOSS OF CAS CERTIFICATION. IF THE CAS IS NO LONGER CERTIFIED, [] SHALL NOTIFY THE USER, AND INFORM THE USER THAT THE USER IS RESPONSIBLE FOR OBTAINING A CERTIFIED AUTOMATED SYSTEM OR MAKING OTHER ARRANGEMENTS FOR THE PROCESSING OF ITS SALES AND USE TAXES TO COMPLY WITH APPLICABLE LAW.

MONETARY ALLOWANCE. WHEN REMITTING TAXES TO A MEMBER STATE OR ASSOCIATE MEMBER STATE, THE USER MAY RETAIN A MONETARY ALLOWANCE AS PERMITTED BY THE LAWS OF EACH MEMBER STATE OR ASSOCIATE MEMBER STATE. THE SSUTA AND GOVERNING BOARD RULES

CONTAIN PROVISIONS FOR EACH STATE TO FOLLOW IN DETERMINING THE AMOUNT OF THE ALLOWANCE.

D.2. Separate Acknowledgement. The Contractor shall ensure that each Seller who uses the CAS separately acknowledges that it has received and read the required disclosures prior to using the CAS to perform the Seller's sales and use tax functions.

D.3. Additional Disclosures and Required Provisions. The Governing Board may require that the Contractor include different or additional disclosures in the Contractor's agreements with Sellers. The Governing Board shall provide the Contractor with any such requirements in writing. Within thirty (30) days after receipt of the required disclosures, the Contractor shall modify its agreements to include the changes and shall send notice of the changes to all Sellers who have registered with the Governing Board and listed the Contractor as the provider of their CAS. A schedule documenting the date, time, and Seller representative to whom notice was provided shall be maintained by the Contractor and made available to the Governing Board upon request.

E. GENERAL TERMS AND CONDITIONS:

E.1. Liability for Unpaid Taxes. In addition to any liability of the Contractor that may exist under the laws of the Member States and Associate Member States, the Contractor is liable under this Contract to the Member States and Associate Member States for underpayments of tax attributable to errors in the functioning of the CAS or the failure of the Contractor to fulfill its obligations to the Governing Board as a provider of a CAS or to make updates to the CAS available to the user in a timely manner. A Seller that uses a CAS shall remain responsible and is liable to the states for reporting and remitting tax. If the laws of a Member State or Associate Member State do not authorize the Member State or Associate Member State to enforce the Contractor's liability in a direct action against the Contractor, or if the Member State or Associate Member State elects to obtain payment directly from a Seller, the Contractor shall reimburse the Seller for any liability that is attributable to errors in the functioning of the CAS or the failure of the Contractor to fulfill its obligations to the Governing Board as a provider of a CAS or to make updates to the CAS available to the user in a timely manner.

E.2. Relief from Liability: Erroneous Data. Each Member State and Associate Member State shall, pursuant to the terms of SSUTA Sections 306 and 328, relieve any Seller registered under the SSUTA, from liability to the states and their local jurisdictions for having charged and collected the incorrect amount of sales or use tax resulting from Sellers relying on erroneous data contained in the Contractor's CAS on tax rates, boundaries, or taxing jurisdiction assignments which have been listed in the state's rates and boundaries databases, and erroneous data contained in the Contractor's CAS provided in the taxability matrix provided by the Member State or Associate Member State pursuant to Section 328. To the extent that the Contractor is liable to a Member State or Associate Member State under this Contract or applicable law for the underpayment of taxes, the liability relief terms of this paragraph shall also apply to the Contractor.

In accordance with SSUTA, each Member State and Associate Member State shall review and certify that the Software determines accurately whether or not a category of

items or transactions listed in the Software is exempt from tax in accordance with each state's law. Prior to January 1, 2008, to the extent allowed by the law of each Member State and Associate Member State, Member States and Associate Member States shall relieve any Seller registered under the SSUTA, from liability to the state and their local jurisdictions for having charged and collected the incorrect amount of sales or use tax resulting from Sellers relying on certification of erroneous data contained in the CAS on the taxability of a category of items or transactions. To the extent that the Contractor is liable to a Member State or Associate Member State under this Contract or applicable law for the underpayment of taxes, the liability relief terms set forth in this paragraph shall also apply to the Contractor.

The Contractor shall make modifications to the CAS in accordance with Sections B.4 and B.5. In the event the Contractor fails to make such modifications to its CAS or to timely notify Sellers of modifications, beginning on the thirty-first day after the Member State or Associate Member State first notified the Contractor of the change in law or policy, the Contractor shall be liable for taxes the Seller failed to collect and that are owed to the Member State or Associate Member State, plus any additional charges or amounts that the laws of the Member State or Associate Member State impose for the nonpayment of sales and use taxes, and shall be in Breach of this Contract. If the Contractor has made a modification available to Sellers before the Governing Board, Member States or Associate Members have tested the modification, and the modification does not compute a Seller's taxes accurately, beginning on the day the Contractor is notified of the incorrect modification, the Contractor shall be liable for taxes the Seller failed to collect and that are owed to the Member State or Associate Member State, plus any additional charges or amounts that the laws of the Member State or Associate Member State impose for the nonpayment of sales and use taxes, and shall be in Breach of this Contract.

E.3. Relief from Liability: Certification Compliance. To the extent that the laws of a Member State or Associate Member State relieve a Seller from liability to the state and its local jurisdictions for having remitted the incorrect amount of sales or use tax when the incorrect amount resulted from the Contractor's reasonable reliance on an issue made available for review but not discovered in the CAS certification process, the Contractor shall also be relieved of such liability.

If the incorrect amount of tax resulted from the Contractor's reasonable reliance on an issue made available for review but not discovered in the certification process, and the laws of a Member State or Associate Member State do not relieve the Seller from liability to the state and its local jurisdictions for having collected the incorrect amount of sales or use tax, the Contractor shall be liable for the failure of the CAS to compute the correct amount of taxes owed, plus any additional charges or amounts that the laws of the Member State or Associate Member State impose for the nonpayment of sales and use taxes. Nothing herein shall prevent Member States and Associate Member States from assessing Sellers directly for such tax liability or prohibit the Contractor from providing, in its contracts with Sellers, that the Seller agrees to reimburse the Contractor for part or all of its liability to the Member States and Associate Member States under this paragraph.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs, and for purposes of this Contract, these items shall hereinafter be referred to as a "Breach":

- (a) failure of the CAS or the Contractor to perform in accordance with any term or provision of the Contract;
- (b) partial performance of any term or provision of the Contract;
- (c) any act prohibited or restricted by the Contract; or
- (d) violation of any warranty.

Notwithstanding the foregoing, neither party shall be deemed in Breach for actions required by changes to the terms of the SSUTA, changes to the membership of the SSUTA, or changes to any state or federal law.

The parties agree that all legal and equitable remedies, including without limitation, termination of this Contract, injunctive relief and specific performance, are appropriate remedies to redress any Breach or threatened Breach of this Contract by the Contractor.

Except for breaches of confidentiality obligations and infringement of intellectual property rights (Section E.25), the Governing Board shall not be liable in damages for any Breach of this Contract. In no event shall the Contractor be entitled to consequential or exemplary damages for any Breach by the Governing Board.

E.5. Termination for Cause and Opportunity to Cure. If either party commits a Breach of the Contract, the other party shall, in addition to the rights and remedies set forth in Section E.4, have the right to terminate the Contract; provided, however, the Contract shall not be terminated if the party in Breach reasonably notifies the other party of its intention to cure the Breach, the party in Breach had reasonable grounds to believe that its initial performance would be acceptable, the Breach was not a material failure to perform, and the party in Breach cures in a timely manner.

The party in Breach shall be notified in writing of the other party's intent to terminate, and the notice shall specify the effective date of the termination. Within fifteen (15) business days after giving or receiving notification of intent to terminate, the Contractor shall provide written notice to all Sellers who have registered with the Governing Board and listed the Contractor as the provider of their CAS that the Contract will be terminated and that the CAS will no longer be certified as of the effective date. A schedule documenting the date, time, and Seller representative to whom notice was given shall be maintained by the Contractor and made available to the Governing Board upon request. Notwithstanding the foregoing requirement of notice to Sellers, if the party in Breach notifies the other party of its intent to cure within ten (10) business days after receiving notification of intent to terminate, such notices shall not be sent to Sellers. If the party in Breach has a right to cure in accordance with the requirements of this Section and makes a satisfactory and timely cure, then the Contract shall not be terminated, but the party in Breach may still be liable for damages as provided in Section E.4.

Notice of intent to cure does not preclude termination if the party in Breach does not have a right to cure or does not cure in accordance with the requirements of this Section. If the party in Breach had a right to cure but does not make a satisfactory and timely cure, the party in Breach shall be notified again in writing of the other party's intent to terminate and the effective date of the termination, and the Contractor shall immediately provide written notice to all Sellers who have registered with the Governing Board and listed the Contractor as the provider of their CAS that the Contract will be terminated and that the CAS will no longer be certified as of the effective date. A schedule documenting

the date, time, and Seller representative to whom notice was given shall be maintained by the Contractor and made available to the Governing Board upon request.

E.6. Assignment. The Contractor shall not assign this Contract or delegate any of its obligations under this Contract without prior written approval of the Governing Board.

E.7. Merger, Consolidation or Acquisition. If the Contractor is the subject of a merger, consolidation, reorganization or other combination or is the subject of an acquisition, the Contractor shall notify the Governing Board of the proposed merger, consolidation, reorganization or other combination, or acquisition as soon as is practicable. If the surviving or acquiring company intends to continue marketing the Contractor's CAS and related services to its customers, and it shall provide notice of its intent to the Governing Board in a manner approved by the Governing Board, and shall comply with all terms and conditions of this Contract. The notice shall include a description of any change to the Contractor's CAS or to the administration of that CAS. Upon receipt of this notice, the Governing Board may, in its sole discretion, require a new certification of the CAS.

The Contractor shall ensure that the succeeding entity resulting from any merger, consolidation, reorganization or other combination or acquisition shall assume any liability attributable to the Contractor.

E.8. Public Documents. This Contract and all documents incorporated herein constitute public documents which are open to public inspection.

E.9. Conflicts of Interest. The Contractor warrants that no compensation, money, or other resources available to it shall be paid, given or transferred directly or indirectly to any employee or official of the Governing Board, the Streamlined Sales Tax Implementing States, any delegate to the State and Local Advisory Council, or any Member State or any Associate Member State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed related to this Contract.

E.10. Independent Contractor. The parties hereto shall not act as employees, partners, joint ventures, agents or associates of one another. It is expressly acknowledged that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor represents that it has secured, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any individual contractual relationship with the Governing Board, the Member States or the Associate Member States.

The Contractor, being an independent contractor and not an employee of the Governing Board, the Member States or the Associate Member States, agrees to carry public liability and other appropriate forms of insurance, including workers compensation insurance on the Contractor's employees, in an amount satisfactory to the Governing

Board, and to provide written proof of such insurance to the Governing Board. The Contract further agrees to pay all applicable taxes incident to this Contract.

E.11. Governing Board Liability. The Governing Board shall have no liability except as specifically provided in this Contract.

E.12. Compliance with Laws. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

E.13. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Indiana. The Contractor agrees that the Governing Board will only be subject to the exclusive jurisdiction of the courts of the State of Indiana in actions that may arise under this Contract. The Contractor agrees that it will be subject to the jurisdiction of the Member States and the Associate Member States for actions by Member States or Associate Member States to enforce their rights under this Contract.

E.14. Communications and Contacts. All instructions, notices, consents, requests, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, electronic data transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To The Governing Board:

Scott Peterson, Executive Director
Streamlined Sales and Use Tax Governing Board, Inc.
PO Box 7018
____ 1400 Edgewater Drive #303
____ Pierre, South Dakota 57501
____ Telephone Number (605) 945-0052
____ Facsimile Number (605) 773-5129

To The Contractor:

All instructions, notices, consents, requests, demands, or other communications shall be considered effectively given as of the day of delivery. The day of delivery for facsimile transmission is the day on which (a) the notice is received mechanically by the facsimile machine at the receiving location and (b) receipt is confirmed by the recipient by e-mail or telephone, whichever is later. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

When electronic data transmissions are required for the performance of the Contract, including communications made in connection with testing and sampling under Section E.19, secure and appropriate modes of data transmission, along with appropriate encryption mechanisms, shall be used. Electronic data transmissions shall be made in the form and manner appropriate for their intended purpose, and shall be directed to the person or body responsible for receiving such transmissions as contemplated under this Contract.

E.15. Communications with Member States and Associate Member States. All instructions, notices, consents, requests, demands or other communications with the Member States and Associate Member States are subject to the same conditions set forth in Section E.14. All such communications to Member States and Associate Member States shall be directed to the individuals listed as the contact person for each Member State or Associate Member State in the Governing Board's Web site. Within ten (10) business days of the Effective Date of this Contract, the Contractor shall provide to the Executive Director of the Governing Board the name, address, telephone and facsimile number of person(s) it has designated to receive communications from Member States and Associate Member States.

E.16. Mutual Cooperation. The parties acknowledge that the success of this Contract depends upon mutual cooperation between the Contractor, the Governing Board, the Member States and the Associate Member States. Therefore, to enable the efficient and timely performance of the Contract, the Governing Board and the Contractor agree to: cooperate with each other by providing timely approvals, acceptances, consents and information; participate in meetings upon appropriate notice; and provide each other with (i) timely notice of changes in policies and procedures; (ii) timely clarification of policies and procedures upon reasonable request; and (iii) timely provision of any other information or resources that may affect each other's performance under the Contract. The Governing Board further agrees to assist the Member States and Associate Member States in acting in a like manner when dealing with the Contractor as it performs its obligations under this Contract.

E.17. Third Party Beneficiaries. The parties agree that the Member States and Associate Member States are the only intended third party beneficiaries of this Contract. Member States and Associate Member States, whether acting collectively or individually, may avail themselves of any and all remedies at law and equity to enforce their rights herein.

E.18. Records and Audit. The books, records, systems documentation and logs, and other documents of the Contractor ("Records"), insofar as they relate to the use of its CAS or the Contractor's obligations under this Contract, shall be maintained, in an electronic form, for a period of time not less than the longest statute of limitation period for any Member State or Associate Member State. The Records shall be provided at any reasonable time and upon reasonable notice by the Governing Board, or its duly appointed representatives and representatives of Member States and Associate Member States. The Contractor shall comply with all requirements for periodic audits as established by the Member States, the Associate Member States, or the Governing Board pursuant to its Rules and Procedures. If an audit shows that the Contractor is not in compliance with its obligations under this Contract, the Contractor shall be deemed to be in Breach.

E.19. Testing and Sampling. The Contractor shall permit periodic and random testing and sampling of the CAS. The Contractor shall maintain procedures and mechanisms to provide persons authorized by the Governing Board, Member States and Associate Member States with timely and reasonable access (either onsite or remote) to any documentation, system, database or system component needed to perform such tests or sampling.

The Governing Board shall create a Testing Central (TC) program for the purpose of monitoring and communicating information regarding CAS modifications or changes and for communicating with the Contractor regarding changes to CAS requirements. The Contractor shall comply with all requirements and procedures established by TC for the performance of TC's responsibilities and functions.

The Governing Board, Member States and Associate Member States shall cooperate in protecting any proprietary, trade secret, or other confidential information accessed during testing and sampling activities, including the execution of reasonable confidentiality agreements submitted by the Contractor and approved by the Executive Director of the Governing Board.

E.20. Proprietary Rights. Documentation, policies, records, or any other information that the Contractor would consider as trade secrets or other proprietary information that it does not wish to be disclosed to persons other than the Governing Board and its authorized representatives, Member States and Associate Member States shall be identified conspicuously on each page as "CONFIDENTIAL". The Governing Board, Member States and Associate Member States shall keep such information confidential to the extent permitted by the law of any state and the Governing Board's Rules and Procedures.

E.21. Prohibited Advertising. In any advertising, marketing, or other communication, whether public or private, the Contractor may represent, in a form and manner approved by the Governing Board, that its Software has been approved by the Governing Board as a CAS under the SSUTA. The Contractor shall not, in any such advertising, marketing, or communication, represent or imply that its CAS provided to Sellers are favored or preferred by the Governing Board, Member State or Associate Member State over another CAS provided by any other person. In no case shall the Contractor state or imply in any advertising, marketing, or communication that any services, software or computer hardware it provides, other than its CAS, have been certified by the Governing Board, nor shall it misrepresent its status as a provider of a CAS in any such advertising, marketing or communication.

If at any time the Governing Board adopts or registers a trademark for use in connection with this Contract or the Streamlined Sales Tax Project, the Contractor shall use the trademark only in a manner authorized by the Governing Board and in accordance with policies adopted by the Governing Board for trademark use.

If the Executive Committee of the Governing Board determines that any advertising, marketing, or communication made by the Contractor violates the provisions of this Section, or that the Contractor has made unauthorized use of a Governing Board trademark, the Executive Director of the Governing Board shall notify the Contractor in writing. Upon receipt of such notice, the Contractor shall promptly cancel or withdraw any such advertising, marketing or communication, discontinue any unauthorized use of

the trademark, and shall take other corrective action required by the Executive Committee of the Governing Board.

E.22. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law of each Member State and Associate Member State and the Rules and Procedures of the Governing Board. All material and information regarding the transactions, property, business, or tax liability of any Seller or consumer, regardless of form, medium or method of communication, provided to the Contractor by the Governing Board, a Member State or an Associate Member State or acquired by the Contractor in its performance of this Contract, shall be regarded as confidential information in accordance with the provisions of applicable law and ethical standards and shall not be disclosed. The Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable law and ethical standards.

E.23. Contractor's Representations. In entering into this Contract, the Governing Board has relied upon the information submitted and representations made by the Contractor in connection with its proposal to certify the CAS, and the Governing Board has assumed them to be complete and accurate. If any submitted information or representations prove to be materially incomplete or inaccurate, the Contractor will be in Breach and the Governing Board may pursue any remedy for Breach as provided in this Contract.

E.24. Warranty. By signing this Contract, the Contractor warrants that there have been no material changes in the CAS, the Contractor's systems, operations, or financial condition between the time the Certification Committee appointed by the Governing Board completed its review of the CAS and the Effective Date of this Contract.

E.25. Intellectual Property. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Contract, or acquired or developed after the date of this Contract without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

Notwithstanding anything to the contrary in this Contract, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the Contractor services which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of Contractor without reference to or use of the intellectual property of the Governing Board, Member States or Associate Member States or are otherwise owned or licensed by Contractor (collectively, "Tools"), (ii) subject to the confidentiality obligations set forth in this Contract, will obtain all right, title and interest in and to and be free to use the ideas, concepts, methodologies, processes and know-how which the Contractor has developed or created in the course of performing the Contractor's services, whether in tangible or intangible form, all of which constitute substantial rights on the part of Contractor in the technology developed as a result of the Contractor services performed under this Contract, and (iii) will retain ownership of any Contractor-owned software or Tools that are used in producing the developed software and become embedded in the therein. No licenses will be deemed to have been granted by either party to any of its patents, trade

secrets, trademarks or copyrights, except as otherwise expressly provided in this Contract. All know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools, ideas, concepts, inventions (whether or not patentable), discoveries, improvements, reports, programs, specifications, designs, documentation, and all other information or output prepared, authored, developed by Contractor or its employees, agents and representatives, either alone or in collaboration with third parties, in connection with the performance of its services hereunder (the "Intellectual Property") will become and remain Contractor's exclusive property, and title thereto shall at all times be in Contractor. The Governing Board agrees that it will not seek patent, copyright, trademark, registered design or other protection for any rights in the Contractor's Intellectual Property. The Governing Board agrees that it shall, at Contractor's expense, do all things and execute all documents as Contractor may reasonably require to vest in Contractor or its nominees any protection, the Contractor deems appropriate, for the Contractor's Intellectual Property.

Nothing herein shall preclude the Governing Board, Member States, and Associate Member States from obtaining any information or data embedded in any software, system, or process that relates to the Contractor's performance of its obligations under this Contract. The information or data must be provided in a format that does not require the use of propriety software other than that of the Contractor to which the Governing Board, Member States, and Associate Member States have access under the terms of this Contract.

E.26. Patents, Trademarks, and Copyrights. The Contractor agrees to indemnify and hold harmless the Governing Board, the Member States, the Associate Member States, and each of their officers, directors, agents, representatives, and employees from and against any and all claims, liabilities, losses, and suits which may be brought against them for infringement of any laws regarding patents, trademarks, and copyrights which may arise from the Contractor's performance of this Contract. In any such action, the Contractor shall satisfy and indemnify for the amount of any judgment for infringement, and shall be liable for the court costs and reasonable fees of attorneys, including costs and fees in the event that legal proceedings are initiated to enforce the terms of this Contract or otherwise to enforce the obligations of the Contractor. The Governing Board shall give the Contractor prompt written notice of any such claim or suit, sole right and opportunity to conduct the defense or settlement thereof, and reasonable assistance (at Contractor's expense) in the defense or settlement or such claim or suit.

E.27. Indemnity and Hold Harmless. The Contractor agrees to indemnify and hold harmless the Governing Board, the Member States, the Associate Member States, and each of their officers, directors, agents, representatives, and employees from and against any and all claims, liabilities, losses, and suits which may arise, accrue, or result from any person, firm, corporation, or other entity that may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the court costs and reasonable fees of attorneys in the event that legal proceedings are initiated to enforce the terms of this Contract or otherwise to enforce the obligations of the Contractor.

The Governing Board shall give the Contractor prompt written notice of any such claim or suit that it receives, sole right and obligation to conduct the defense and settlement

thereof, and reasonable assistance (at Contractor's expense) to enable Contractor to do so.

E.28. Debarment and Suspension. The Contractor warrants and certifies, to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

(b) have not within the preceding three years been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection (b) of this Section;

(d) have not within the preceding three years had one or more public transactions (federal, state, or local) terminated for cause or default; and

(e) are not delinquent or in arrears on any federal, state, or local tax obligations.

In the event that, after the signing of this Contract, one or more of the aforementioned representations ceases to be accurate, the Contractor shall immediately notify the Governing Board of the change. Any such change shall be deemed a Breach of this Contract.

E.29. Interpretation of SSUTA. The Contractor may bring before the Governing Board questions of interpretation regarding its obligations, as provided in the SSUTA, Sections 902 and 903. Responses to such requests shall be made as provided in the SSUTA and in accordance with the Rules and Procedures of the Governing Board.

E.30. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, marital status, sexual orientation, or any other classification protected by Federal law or the laws of any Member State or Associate Member State. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.31. Affirmative Action. The Contractor shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of employees without regard to discrimination by reason of age, race, color, religion, sex, marital status, national origin, sexual orientation or disability.

E.32. No Collusion. Under penalty of perjury, the Contractor warrants that its offer to contract with the Governing Board to become a provider of a CAS has not been arrived at collusively or otherwise in violation of either federal antitrust laws or the antitrust laws of any Member State or Associate Member State.

E.33. Confidentiality of Proposals. The Contractor warrants and certifies that it has not discussed or otherwise revealed the contents of its proposal to any source outside the Certification Committee or the Governing Board except as otherwise authorized in writing by either the Certification Committee or the Governing Board prior to the date of execution of this Contract.

E.34. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Governing Board officials in accordance with the SSUTA and applicable bylaws of the Governing Board which shall be attached hereto.

E.35. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

E.36. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral. The parties agree that if there are inconsistencies between the terms of this Contract and the representations or statements of any party or person, whether authorized or not, the terms of this Contract shall control.

E.37. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

E.38. Delegation. To aid in the efficient administration of this Contract, the Governing Board may delegate its rights and obligations to committees, officers, and other persons who are authorized to act on behalf of the Governing Board in accordance with its Rules and Procedures. Delegation shall not relieve the Governing Board of any contractual obligations to the Contractor.

E.39. Survival of Obligations. The following obligations survive termination of the Contract: all representations and warranties made by the Contractor; a right based upon a breach of the Contract or failure to perform an obligation set forth in the Contract; an obligation of confidentiality or nondisclosure; an obligation regarding the use of trademarks or other intellectual property rights; a term establishing a choice of law or forum; an indemnity term; and all other provisions which by their inherent character should survive termination of the Contract.

E.40. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E.41. Ability to Execute Contract. Each of the parties to this Contract certifies that the person signing the Contract on its behalf is authorized by applicable law to execute the Contract and bind the party to the Contract's terms and conditions.

IN WITNESS WHEREOF:

_____:

By _____ Title _____ Date _____

Streamlined Sales Tax Governing Board, Inc.:

By _____ Title _____ Date _____