



Winter 2011/2012

Dear RFMS Client:

As a valued RFMS client, we are pleased to offer you the software tools and technology needed to enable your RFMS software to conduct B2B E-Commerce (EC) with key flooring suppliers and distributors. ***The entire RFMS B2B process flow is fully integrated and is designed to significantly reduce any manual keying effort, delays or mistakes – saving dealers real time and money.*** Over 600 RFMS dealers are successfully utilizing this software to update their product catalogs, receive invoices, receive ship notices and send purchase orders electronically.

**In Test Suppliers:** The Dixie Group, J & J Industries, Armstrong, Buckwold/Wanke Cascade

**Active Suppliers:** Mohawk, Shaw, Beaulieu, Beaulieu-Canada, Gulistan, Royalty Carpet, OVF, Adleta, WM Bird, All Tile, JJ Haines, Tri-West, Flor Star, BR Funsten/Tom Duffy, Dal Tile, BPI, RA Siegal, Case Supply/ISC, Jaeckle, Wheeler, Herregan, T & L Distributing, T & A Supply and J & J Industries.

Please find enclosed all of the documents you will need to execute to get the E-Commerce started for your business:

1. ***EC Software Subscription Order Form***
2. ***Set Up Flow Chart***
3. ***EC Software Subscription Agreement***
4. ***EC Checklist***

Once we have received your signed order form and signed subscription agreement we will start the ball rolling to help you get your mailboxes set up with your suppliers. After all of the suppliers provide us with notification of the mailbox communication settings, we will set up an appointment to install the software and email you a comprehensive User Guide. ***The order form and subscription agreement may be faxed to 1-205-561-5157.***

Please call David Marshello at 1-800-701-7367, ext 3306 if you have any questions. Thank you for your interest in B2B E-Commerce.

Sincerely,

The RFMS E-Commerce Team



# Electronic Commerce Software Subscription Order Form

Select Plan	Description	# of RFMS Users (From "Company Info.")	Price Per User	Total Monthly Charge
<b>PRODUCTS + INVOICES + PURCHASE ORDERS</b>				
	Base Fee (up to 10 RFMS users/licenses)			<b>\$95.00</b>
	Over 10 RFMS Users (Base Fee + 9.50 per additional RFMS User)	# _____ X	<b>\$9.50</b>	\$ _____
Minimum Monthly Charge: \$95.00				

**Electronic Funds Transfer (EFT) Authorization**

I authorize RFMS or their designated financial institution to initiate electronic funds transfer drafts from the bank account identified below. I agree to contact RFMS at least 7 days before the due date with any concerns to allow time for adjustment.

**PLEASE INCLUDE A PRE-PRINTED VOIDED CHECK ALONG WITH THIS EXECUTED AGREEMENT**

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

**Fax To: 1-205-561-5157**

<b>EC Contact Name:</b>			
<b>Your Telephone Number</b>			
<b>Company Email Address</b>			
<b>Your Mill Account Numbers</b>			
<b>Distributors</b>			
Adleta		JJ Haines	
All Tile		Jaeckle	
BPI		Ohio Valley	
BR Funsten		RA Siegal	
CMH		T & A Supply	
Dal Tile		T & L	
Florstar		Tri-West	
Herregan		W.M. Bird	
ISC/Case Supply		Wheeler	
<b>Mills</b>			
Beaulieu		J & J	
Beaulieu Canada		Mohawk	
Dixie Group		Royalty Carpet	
Gulistan		Shaw	

# of RFMS Users (From "Company Info.")	Monthly Credit Card Charges

I authorize RFMS to initiate an automatic credit card payment from the credit card identified below. I agree to contact RFMS at least 7 days before the due date with any concerns to allow time for adjustment. I understand it is my responsibility to notify RFMS or any changes associated with the following credit card information.

Visa, Mastercard, American Express, Discover are acceptable forms of payment.

Credit Card # \_\_\_\_\_

Cardholder name: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code (3 or 4 digits) \_\_\_\_\_

Billing Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

Fax To: 1-205-561-5157

# E-Commerce Set Up Step by Step Flow Chart

1

Complete and fax b2b contract



Fax  
205-561-5157



2

Send RFMS Store.csv file



Email  
B2b@rfms.com



3

Contact Suppliers Authorization for files to be sent



Send Emails



4

Schedule appt for basic installation b2b team



Call  
888-215-8665  
Email  
B2b@rfms.com



5

Populate Material Classification for each vendor



6

Attend b2b online session



WWW.RFMS.COM



7

Process first download



8

Review records for accuracy & import to products



RFMS Products

# Dealer B2B E-Commerce Set-Up Checklist

(Call 888-215-8665, ext 3558 or 3557 for help)

Or email [b2b@rfms.com](mailto:b2b@rfms.com)

E-Commerce is designed to integrate seamlessly into the RFMS business software system and will significantly increase the accuracy and timeliness of product information from suppliers and distributors.

To get your B2B set-up and working as quickly as possible, please follow the steps outlined in this checklist.

## 1. B2B Prerequisites

- a. *Should be pulling products data from the Products File (i.e. – no unreferenced products for E-Commerce vendors)*
- b. *Must have a reliable/constant high-speed internet connection*
- c. Preferably T1 line, ISDN, DSL, cable modem (256K download, 128K upload)
- d. *Recommended configuration: Windows 2000 or higher, Pentium III, 1.0GHz or higher, 2MB of RAM*
- e. *FTP communication ports: ports 21 and 2850 to 2860 must be open to permit E-Commerce communication.... please have your firewall checked...*

## 2. B2B Subscription Agreement

- a. *Subscription fees* cover start-up configuration implementation, ongoing technical help desk support and future software development & one hour of training on B2B Product Catalog Download and Reports....a 90 minute Live Meeting training class will be needed to implement the PO and Electronic Invoice functions – EC 201...the cost of this E-Learning class is \$110.00. Additionally, training on a one-on-one basis is available at a rate of \$110.00 per hour.
- b. *Subscription term* is for 6 months with an auto-renewal every 6 months thereafter, dealer may cancel after the initial 6 month term (or any time thereafter) with a 30 day written notice

## 3. Return Executed B2B Subscription Agreement, EC Information Sheet and Email to RFMS

- a. Fax subscription agreement to 1-205-561-5157, attention B2B E-Commerce.
- b. Complete and fax the EC Information Sheet for each store unit (see last page) ‘
- c. Copy the store.csv file from your RFMS directory and email to [B2B@rfms.com](mailto:B2B@rfms.com)
- d. Register for B2B Class: EC102 – E-Commerce Supplier Catalog Downloads and Reports. See Step 8 for details.

## 4. Register With Suppliers For B2B Mailbox Service

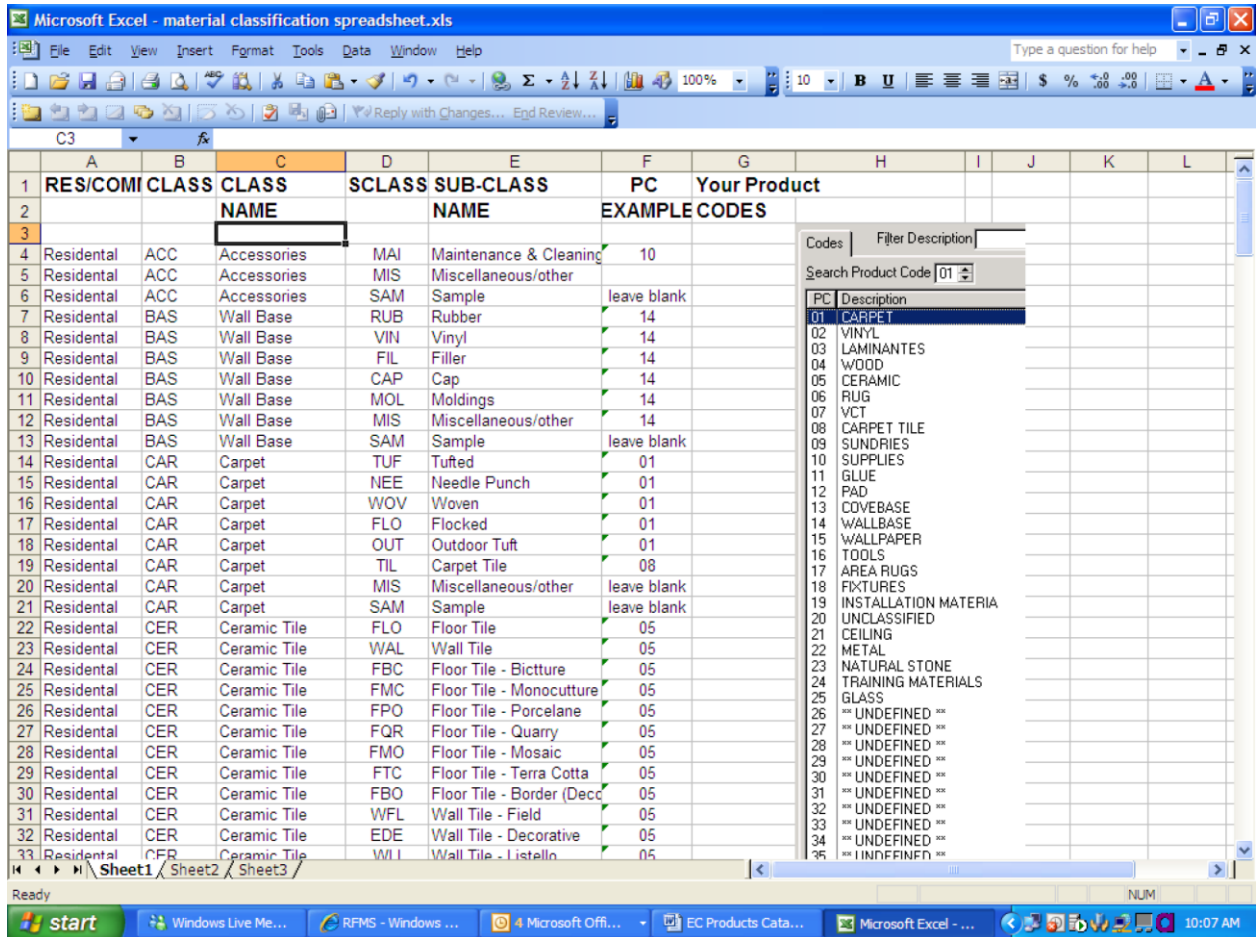
***You must contact your B2B suppliers to request the addition of B2B mailbox service separate from your supplier's on-line access and ordering functions:***

- Adleta – Mike Parsons – 1-800-423-5382, ext. 1206
  - Email [mparsons@adleta.com](mailto:mparsons@adleta.com)
- All Tile – John Welch – 1-847-364-9191, ext. 356
  - Email [jwelch@alltile.com](mailto:jwelch@alltile.com)
- Beaulieu – Danny Price – 706-270-5378
  - Email [danny.price@beaulieugroup.com](mailto:danny.price@beaulieugroup.com) with your account # and software provider (RFMS)
- Beaulieu Canada – Kim Cunningham– 450-546-5000, ext 5368
  - Email [kcunningham@beaulieucanada.ca](mailto:kcunningham@beaulieucanada.ca)
- BPI - Detra Burleson – 1-901-744-6202, ext. 1376
  - Email [dburleson@bpitem.com](mailto:dburleson@bpitem.com) with your account #
- BR Funsten/Tom Duffy – Mary Nelson – 1-209-824-7108
  - Email [mnelson@brfunsten.com](mailto:mnelson@brfunsten.com) with your account #
- Buckwold/Wanke Cascade – Brad Harrison – 1-306-652-1660
  - Email [bharrison@buckwold.com](mailto:bharrison@buckwold.com) with your account #
- Case Supply/Interstate Supply – Gerry Ross – 1-314-812-5940
  - Email [gross@iscsufaces.com](mailto:gross@iscsufaces.com)
- CMH– Todd Thompson – 1-704-694-6213, ext. 2268
  - Email [toddthompson@cmhflooring.com](mailto:toddthompson@cmhflooring.com) with your account #
- Dal Tile – 214-309-4867
  - Email [b2b.setup@daltile.com](mailto:b2b.setup@daltile.com) with your account # Or
  - Debbie Reina, 214-309-4214, [Debbie.reina@daltile.com](mailto:Debbie.reina@daltile.com)
- Dixie Group – Contact your local Dixie Group Sales Rep
- FlorStar – Juan Figueroa 1-815-836-2858
  - Email [jfigueroa@florstar.com](mailto:jfigueroa@florstar.com) with your account # and software provider (RFMS)
- Gulistan – Debra Barber – 1-910-944-6380
  - Email [barberd@gulistan.com](mailto:barberd@gulistan.com) with your account #
- Herragan – Lee Anne Johnson – 1-651-452-7200
  - Email [Leeanne.Johnson@herregan.com](mailto:Leeanne.Johnson@herregan.com) with your account #.
- Jaeckle – Barry Burdeen – 1-608-838-5312
  - Email [barry.burdeen@jaeckledistributors.com](mailto:barry.burdeen@jaeckledistributors.com) with your acct #
- J& J Industries – Frances Kmolt – 1-706-529-2100 ext 8384
  - Email [Frances.Kmolt@jj\\_invision.com](mailto:Frances.Kmolt@jj_invision.com) with your acct #.

- JJ Haines – Sharon Hamilton – 1-410-762-5615
    - Email [shamilton@jjhaines.com](mailto:shamilton@jjhaines.com) with your account # or
    - Alan Johnson 1-410-762-5658 [ajohnson@jjhaines.com](mailto:ajohnson@jjhaines.com)
  - Mohawk – Janet Smith –1-706-272-1836
    - Go to [b2b.mohawkind.com/edisetup/](http://b2b.mohawkind.com/edisetup/) and complete form and submit on website
  - Ohio Valley– Eric Appleby – 513-527-9584
    - Email [eric.appleby@ovf.com](mailto:eric.appleby@ovf.com) with your account #.
  - RA Siegel – Eric Sutherland – 1-355-2592; ext 388
    - Email [EricS@RaSiegel.com](mailto:EricS@RaSiegel.com) with your account #
  - Royalty Carpet – Sana Latif – 1-949-474-4000, ext. 2261
    - Email [slatif@RoyaltyUSA.net](mailto:slatif@RoyaltyUSA.net) with your account #
  - Shaw – Melissa Newberry – 706-712-7547
    - Email [shaw.b2b@shawinc.com](mailto:shaw.b2b@shawinc.com) and request B2B service...Jai will email you back with instructions to sign on to shawonline.com and look for the EDI icon
    - Click on “EDI Agreement”
    - Check the box “I agree”
    - Complete the pop up registration form and submit
  - T& A Supply Thomas Van Nuys 253-872-3682 ext 1244
    - Email [thomasv@tasupply.com](mailto:thomasv@tasupply.com) with your account #.
  - T&L Distributing Duane Macadoo
    - Email [dmacadoo@tldistributing.com](mailto:dmacadoo@tldistributing.com) with your account #.
  - Tri-West – Andy Ha 562-566-1266
    - Email [aha@trivestltd.com](mailto:aha@trivestltd.com) with your account #.
  - Wheeler – Vicki Brewer -1-410-562-5644
    - Email [vicki.brewer@jjhaines.com](mailto:vicki.brewer@jjhaines.com) with your account #.
  - WM Bird – Stacy Baker – 843-746-5761
    - Email [jsbaker@wmbird.com](mailto:jsbaker@wmbird.com) with your account #.
5. Will be contacted by an E-Commerce Team Member for your store file and your ship to locations.
6. Install B2B E-Commerce Software
- a. RFMS will install and pre-configure E-Commerce module to allow product downloads and updates
    - i. Supplier Name mapping
    - ii. Product Code Mapping

- b. The EC software should be installed on your file server and any designated EC workstations...it is important that the RFMS EC software be running on a 24/7 basis on the machine designated as your download workstation. It is recommended that a downloaded workstation has a minimum of 2GB of RAM.
- c. Prior to your call from the RFMS Implementation Desk, be sure to:
  - i. Review your current product catalog for all suppliers to be cross-referenced
  - ii. Supplier Shaw may also be listed as Queen, Suttton, Tuflex, Philadelphia, etc.
  - iii. Supplier Mohawk may also be listed as Alladin, Galaxy, Horizon, World, etc.
- d. Make sure you have Microsoft administrative rights to create new folders
- e. Know your path to RFMS.

- f. Right click on your RFMS Icon on your desktop, go to Properties. Look at the “Start In” Field. This is the path to your RFMS path directory.
  - g. Have everyone logged out of RFMS
7. Initial products file download will range from 2MB to 10MB *per supplier* and will take an estimated 15 to 30 minutes to execute.
  8. Set Up Material Classification Table (V10.4 and higher)



9. After Your B2B E-Commerce is Installed

- a. After the initial products file download, be prepared to spend time to evaluate whether you can 1) „Force Match“ new EC records to your existing RFMS products records or 2) delete out your existing product records and replace them with new product records from the EC download file. The RFMS B2B Team will guide you through this process.
- b. Check material classifications table
- c. Review the User Guide
- d. Review product pricing for accuracy (initial and recurring downloads)

10. Gateway Users

- a. There are many benefits to using both Gateway and B2B data to build the

*product files in your operating system. The local cost information provided with your B2B record in conjunction with the proprietary CCA merchandising information provides you with the best of both worlds. This means B2B records will retain the supplier cost information (your price agreement) imported from the B2B vendor while being updated with CCA supplied spec and proprietary information such as division style name and color names.*

- 11. Attend B2B E-Commerce Class for Products**
  - a. Register for class at <http://www.rfms.com/University/CourseSchedule>.
  - b. Find E-Commerce EL EC 102, E-Commerce Supplier Catalog Downloads and Reports Parameter options
  - c. The cost of this class is already included in your monthly B2B fees.
  
- 12. Begin Receiving Regular E-Commerce Product Catalog Updates**
  - a. Shaw, Mohawk, Beaulieu, Gulistan, etc. nightly, M-F
  - b. Distributors as needed
  
- 13. Prepare For Transition To POs and Invoices (after 30 – 45 days)**
  - a. *Must receive inventory daily using RFMS*
  - b. *Must be entering customer orders and creating POs in RFMS prior to placing an order*
  
- 14. Attend a B2B E-Commerce Class for Electronic Invoices and Purchase Orders**
  - a. This class is required to activate your on your PO and Invoice capability
  - b. Register for class at <http://www.rfms.com/University/CourseSchedule>, find E-Commerce EL EC 201, select either the 10AM or 2PM time slot and click on signup.
  - c. The cost of the class is \$110.00 per hour for a company
  - d. RFMS will send you a configuration update (zip file) that will activate your invoice and PO communication settings, allowing you to begin using this E-Commerce functionality once you have completed the EC-201 Class.





## RFMS Electronic Commerce Software Subscription Agreement

This Electronic Commerce Software Subscription Agreement (the "Agreement", with other capitalized terms herein defined) is made and entered into by and between Resource & Financial Management Systems, Inc., an Alabama business corporation ("RFMS") and \_\_\_\_\_ ("Company") for the purpose of facilitating electronic commerce activity between Company and its product suppliers or manufacturers effective as of the execution date noted below. By installing or using the software, Company acknowledges that it has read, understands, and is agreeing to become bound by the terms of this Agreement.

### **WITNESSETH THAT:**

WHEREAS, RFMS is the owner, programmer, publisher and licensor of certain computer software used in the floor covering industry; and

WHEREAS, RFMS owns, programs, publishes and licenses certain software known as the RFMS Electronic Commerce Software designed to facilitate electronic commerce between floor covering retailers and their participating suppliers and manufacturers including the electronic transmission of product catalogs, advance ship notices, purchase orders and invoices (the "Software"); and

WHEREAS, the Company desires to utilize the Software;

THE PREMISES CONSIDERED, and in further consideration of the mutual promises and undertakings set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Software Licensing**

1.1. License Grant. RFMS grants Company an individual, non-exclusive and non-transferable license to use RFMS' Software. Company shall not sublicense, rent, time-share, lease, grant a security interest in, or otherwise grant others rights to its license or the Software. Company shall not make access to the Software available to others via a service bureau, application service provider, or similar method. Company shall not download or copy either object or source code of the Software for storage on any media. This license is coterminous with the remainder of this Agreement. Using this Software in any other manner is a violation of this Agreement and of RFMS' copyright ownership.

1.2. Supporting Documentation. Solely with respect to the written documentation included and provided (if any) as part of the Software (e.g. the user guide), Company may make an unlimited number of copies provided that such copies shall be used only for internal purposes and are not republished, copied or distributed to anyone not employed by the Company.

1.3. Intellectual Property. RFMS holds exclusive ownership of the Software and all intellectual property embodied therein, including copyrights, patents, trademarks and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by the United States copyright and trademark laws and international treaty provisions. This Agreement provides the Company with only a non-exclusive and non-transferable license, and does not grant any intellectual property rights in the Software. The Agreement does not grant the Company any rights in connection with any trademarks or service marks of RFMS.

1.4. Reverse Engineering. Company agrees that it will not attempt to: (i) modify or translate the Software; (ii) decompile, or disassemble the Software, (iii) create derivative works based the Software; (iv) merge the Software with another product; (v) copy the Software; (vi) attempt to discover the source code of the software (vii) or remove or obscure any proprietary rights, notices, or labels on the Software.

1.5. End-User Licenses. Company agrees to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software provided by RFMS.

1.6. Use as Agreement to License. By using this Software, you acknowledge that you have read, understand, and are agreeing to become bound by the terms of this Agreement, which includes the software license, limited warranty and exclusion of liability. If Company does not agree with these terms, it must terminate its subscription and forego use of the Internet Service.

## **2. Subscription Fees**

The Company's subscription fee is based on the options selected by the Company and its RFMS Business Management System™ size (i.e. – number of users and/or nodes) as designated by Company and communicated to RFMS from time to time reflected on the most recently dated Electronic Commerce Software Subscription Order Form attached hereto and incorporated by this reference. As users and/or nodes are added to Company's existing RFMS Business Management System, the subscription fee will increase as noted in the Electronic Commerce Software Subscription Order Form. The subscription fee increase created by the addition of users will be prorated to the next subscription fee anniversary date. RFMS shall have the right to re-evaluate and adjust the subscription fees once during each term of this Agreement following the initial term.

## **3. Payment Method**

Company agrees to pay a monthly subscription fee at the rate specified in the Order Form or as adjusted from time to time. Such fees shall be paid via Electronic Funds Transfer (EFT) from one of Company's bank accounts directly to an RFMS bank account. Company shall designate and provide RFMS with a valid bank account number, and RFMS shall automatically draft all amounts due from Company directly from the account designated. Company authorizes RFMS to make such drafts and shall maintain a balance sufficient to pay fees to RFMS when due. RFMS shall not be obligated to inquire as to the sufficiency of available funds prior to initiating any debit charge, and Company releases and hold RFMS harmless from any costs, fees, expenses or damages resulting from any overdraft or like occurrence. Should Company close the designated account or desire to designate a different account, Company shall notify RFMS and provide a new valid account number. In the event an attempted electronic funds transfer fails, Company shall have ten (10) days after the date of the failure to cure by submitting payment in full. Company shall then investigate the cause of the failure and cause the problem associated with the failure to be cured or provide RFMS with an alternate, valid bank account number.

Subject to the Company's approval, RFMS shall also utilize electronic funds transfer to pay all RFMS Business Management System software maintenance and support fees and any other fees or payments to RFMS when due. Effective on the next RFMS Business Management System software license renewal date for Company following the date of this Agreement, the RFMS Business Management System software maintenance and support fees will be divided into equal monthly payments and paid by Company to RFMS via electronic funds transfer from the Company's designated account.

## **4. Training Support**

The subscription fee in this Agreement includes initial start-up configuration testing for products and specialized off-site support desk help, but does not include any training of Company's employees required to process electronic purchase orders and invoices. If Company desires such training, it may request RFMS to provide such training, and, if RFMS so agrees to provide the training requested, the training will be billed separately based on RFMS' then current consulting rates plus actual travel expenses.

## **5. Limitation of Liability; Disclaimer of Warranties**

RFMS SPECIFICALLY DISCLAIMS ANY EXPRESS WARRANTIES, THE IMPLIED WARRANTIES OF NON-INTERFERENCE, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE. THERE IS NO WARRANTY OR GUARANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, SPEED, OR QUALITY. No action under this Agreement may be commenced after one (1) year following the expiration date of the termination of this Agreement. If implied warranties may not be disclaimed under applicable law, then ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS AS TO HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL RFMS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, BUSINESS PROFITS OR EARNINGS, BUSINESS INTERRUPTION OR OPPORTUNITY, BUSINESS

INFORMATION, PERSONAL INJURY (INCLUDING DEATH), COMPUTER MALFUNCTION, COMPUTER PERIPHERALS, FILES, DATA OR ANY OTHER KIND OF COMMERCIAL DAMAGES RESULTING OUT OF OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MODIFICATION, OR REMOVAL OF THE SOFTWARE, EVEN IF RFMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS THAT VARY FROM STATE TO STATE.

IN NO EVENT SHALL RFMS' LIABILITY FOR ANY DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID TO RFMS UNDER THIS AGREEMENT.

RFMS is not responsible for the accuracy of orders placed or received by the Company or the prices charged by the Company's vendors, manufacturers or suppliers. Errors in quantities or price are solely the responsibility of the Company and its vendors, manufacturers, and suppliers.

## **6. Term**

The term of this agreement shall begin on the execution date of this Agreement and will continue for a period of six months. After the six-month period, this Agreement will automatically renew for an additional six-month term provided the Company is not in default of this Agreement. After the initial six-month term, either party may terminate this Agreement by giving written notice of its intent to terminate at least thirty (30) days prior to the desired termination date.

## **7. Miscellaneous**

7.1. Further Assurances. Each party shall execute such additional documents and instruments as may be reasonably required for the other party to carry out the purpose and intent of this Agreement.

7.2. Quality Control Verification. RFMS shall have the right to periodically poll each supplier's file transfer protocol ("FTP") site and the Company's E-Commerce transaction files/logs to check for undelivered electronic mail (product catalogs, invoices, advance ship notices, etc.) and to determine if purchase orders are being acknowledged. Only summary level header records will be accessed for quality control purposes and all such information will be kept confidential and will not be disclosed to any third party except as otherwise required by law.

7.3. Construction. This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. This Agreement governs the licensing of an "add-on" electronic commerce software component to RFMS' more comprehensive software licensing options, accordingly, there may be other end-user license agreements, software licenses, and miscellaneous contracts in effect between the parties. All such agreements should be construed in harmony with the others to the extent possible, however, in the event of an irreconcilable conflict among agreements, the terms of the end-user license agreement shall control. No representation, warranty, or covenant made by another party which is not contained in this Agreement or expressly referred to herein has been relied on by another party in entering into this Agreement. This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

7.4. Amendment in Writing. This Agreement may not be amended, modified, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

7.5. Binding Effect. This Agreement shall bind the parties and their respective personal representatives, agents, distributees, successors, affiliates, and assigns.

7.6. Survival of Covenants. The representations, warranties, and covenants made pursuant to and contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions herein contemplated. Any obligation of a party that contemplates performance of such obligation after termination or expiration of this Agreement shall be deemed to survive such termination or expiration.

7.7. Governing Laws. The laws of the State of Alabama shall govern the validity of this Agreement, the construction and enforcement of its terms, the interpretation of the rights and duties of the parties and all other matters relating to this Agreement.

7.8. Jurisdiction and Venue. Regardless of any place to which any of the parties may move and maintain residence, legal domicile, or situs at any time, each agrees, to the maximum extent permitted by law, that any action based on this Agreement or any negotiations in connection herewith shall be instituted in the courts for the Sixth Judicial Circuit of the State of Alabama or the United States District Court for the Northern District of Alabama, Western Division, to the maximum extent permitted by law, each hereby irrevocably consents to the jurisdiction of such courts and waives any jurisdictional defenses that each may have to the institution of such an action in such courts.

7.9. Interest on Default. In the event of a default with respect to any amount owed hereunder, the defaulting party shall pay (whether or not a lawsuit is filed), in addition to any other sum due hereunder, interest on such amount at the rate of 1.5% per month.

## **RESOURCE & FINANCIAL MANAGEMENT SYSTEMS, INC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **COMPANY**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_