

## CONTRACT

THIS CONTRACT is entered into by and between a member of the Mid-America Regional Council ("MARC Member") and SYSCOM, INC. ("Syscom").

### I. Recitals

1. Whereas, MARC Member desires to gain information and develop experience concerning electronic term contract catalog and electronic bidding systems;
2. Whereas, Syscom has contracted with Jackson County, Missouri to provide an integrated system combining electronic term contract catalogs and electronic bidding; and
3. Whereas, Syscom desires to allow MARC Member to use its system as described in this Contract.

### II. Understanding

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, MARC Member and Syscom agree as follows:

4. **Access to the System.** Syscom will provide passwords to MARC Member buyers, requisitioners, and selected vendors designated by the Purchasing Agent ("Buyers") allowing them to access and utilize its integrated system PublicBuy.net combining an electronic catalog ("eCatalog") module and a Bid and Response (BASEC) module. PublicBuy.Net and its capabilities are described in Syscom, Inc.'s offer to Jackson County in response to Request for Proposal.

5. **Fees.** The parties understand and agree that Syscom is offering PublicBuy.Net to MARC members until September 04, 2001 for free.

6. **MARC Member Obligations.** MARC Members agree to participate in training and provide opportunities for all persons who are issued User IDs to participate in training sessions. MARC Members agree to make available properly configured equipment to all participating employees. MARC Members will designate a point of contact to work with Syscom personnel to establish the system, provide default values, and to handle all formal communications. MARC Members will provide initial user support such that customer requests forwarded to Syscom relate only to issues of PublicBuy.Net.

7. **Termination.** The MARC Member that is a party hereto may terminate this agreement at any time with or without cause upon ten (10) days' written notice to Syscom, specifying the date of termination. Upon termination pursuant to this section, all obligations of the parties shall cease except the indemnification provisions of Section 8 and the confidentiality provisions of Section 10. Upon termination Syscom may immediately deactivate the passwords, which have been provided to Buyers.

8. **Indemnification.** Syscom shall indemnify, defend and save harmless the participating MARC Member, its officers, agents and employees from and against any all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits caused by or arising out of Syscom's performance, acts or omissions relating to or arising out of this Contract and that do not arise out of the negligence of Purchasing. The cumulative liability of Syscom to Purchasing for all claims relating to the System and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed one million dollars (US \$1,000,000).

9. **Ownership of Data.** All electronic data and recorded information created or captured by or for the use of MARC Member and pursuant to this Contract shall remain the sole property of the MARC Member. Upon termination of this Contract, Syscom shall return any such data in its possession.

10. **Confidential Information.** MARC Member may disclose to Syscom financial, personnel or other information that the MARC Member regards as proprietary or confidential ("Confidential Information"). Syscom shall use such Confidential Information only as required to achieve the goals of this Contract and shall not disclose Confidential Information to any third party except with the prior written consent of MARC Member or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to MARC Member. All passwords necessary to access the System shall be Confidential Information. Confidential Information does not include data or information that:

- a. Is or was in the possession of Syscom before being furnished by the MARC Member, provided that such information or other data is not known by Syscom to be subject to another confidentiality agreement with or other obligation of secrecy to Purchasing;
- b. Becomes generally available to the public other than as a result of disclosure by Syscom; or
- c. Becomes available to Syscom on a non-confidential basis from a source other than MARC Member, provided such source is not known by Syscom to be bound by a confidentiality agreement with or other obligation of secrecy to Purchasing.

11. **Severability.** In the event any provision of this Contract is ruled to be contrary to law or unenforceable by a court of competent jurisdiction, the remaining terms of this Contract shall remain in full force and effect and enforceable according to their terms.

12. **Entire Understanding.** This Contract sets forth the entire agreement between the parties related to the subject matter of this agreement and may only be amended or modified by mutual written agreement of the parties.

13. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Maryland and the parties hereto consent to the jurisdiction of the state courts of Maryland in the event of any dispute with respect to this MOU. In the event of a legal proceeding of any kind instituted under this agreement, the prevailing party shall be awarded such additional sums as the court or finder of facts may adjudge for reasonable attorney's fees and to pay all costs and disbursements incurred in such proceeding.

14. **Notice.** Any notice given in connection with this Contract shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by facsimile transmission to the other party at the facsimile number below. Either party may change its address by giving written notice of the change to the other party.

TO:

ATTN:  
Phone:  
Fax:

TO. SYSCOM, INC.  
400 East Pratt Street  
Baltimore, MD 21202-6106  
ATTN: Thomas Maskell  
(410) 539-3737 ext. 1005  
Fax: (410) 837-9536

**IN WITNESS WHEREOF**, the parties have executed this agreement on the \_\_\_\_ day of, 2001.

Organization Name  
MARC Member

By: \_\_\_\_\_  
Name  
Purchasing Agent

SYSCOM, INC.

By: \_\_\_\_\_  
Thomas J. Maskell  
Vice President