

PRAESIDIUM, INC.
CONTRACT FOR SERVICES

Agreement For Use of Praesidium's Armatus® Internet-Based Training System

The undersigned ("Client") has requested use of Praesidium's Armatus® Internet-based training system. Praesidium, Inc. ("Praesidium") agrees to provide to Client this service more fully set forth below. In consideration for the delivery of the above mentioned service the Client agrees to the following:

(1) Fees. The Client, who shall be approved by The Cutler Group, agrees to purchase Armatus® training services according to the following fee:

Amount: \$5. per user, per training module. If the Client terminates their relationship with The Cutler Group the fee is subject to change.

All fees are payable to Praesidium and should be mailed or delivered to:

Praesidium, Inc.
624 Six Flags Drive, Suite 110
Arlington, Texas 76011

Praesidium will invoice the Client monthly at:

Organization Name: _____

Address 1: _____

City: _____

State: _____ Zip: _____

Tel: _____

Credit cards are also accepted as form of payment. Please complete page four Credit Card Payment form.

(2) PRAESIDIUM SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OR MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PRAESIDIUM'S SERVICES TO BE PROVIDED, ACCESSED, USED OR DELIVERED PURSUANT TO THIS CONTRACT. PRAESIDIUM DOES NOT GUARANTEE THE SERVICES PROVIDED BY PRAESIDIUM HEREIN WILL PREVENT THE OCCURRENCE OR CONSEQUENCES OF SEXUAL ABUSE BY EMPLOYEES, ASSOCIATES, VOLUNTEERS OR OTHER INDIVIDUALS ASSOCIATED WITH THE CLIENT.

(3) Term and Termination. This Contract shall be effective immediately upon the execution of this Contract by the Client and Praesidium.

a. Right to Terminate. Either party may terminate this Contract by giving ten days written notice to the Client, without assigning any reason for the termination. Any and all unpaid fees earned up to the effective date of termination but not yet paid to Praesidium will become immediately due and payable to Praesidium.

b. Use and Access Upon Termination. Immediately upon termination of this Contract, for any reason, Client as well as any third party to which Client has given access to or use of the Services, shall discontinue accessing Armatus® and using any Services provided by Praesidium pursuant to this Contract.

(4) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Contract shall be in an appropriate state or federal court located in the State of Texas.

Armatus Internet-based Training System

(6) Definition. Praesidium's Armatus® Internet-based Training System shall mean and include, any and all software, source code, object code, programs, text, modules, photos, video, graphics, courses, materials, music, sound, entire content (including the selection, coordination, arrangement and enhancement of such content original to it), components, including but not limited to, any database, passwords and any other component that is part of its overall functionality, and Praesidium's Proprietary Information, which are embodied or contained in the Praesidium Armatus® Internet-based Training System or which may be accessed in or through the Armatus® Internet-based Training website.

(7) Proprietary Information. Praesidium's Armatus® Internet-based Training System is copyrighted as a collective work under the United States copyright laws and is Praesidium's Proprietary Information. Armatus® and its logo is a trademark of Praesidium. Praesidium reserves its rights granted by virtue of this trademark.

(8) License Grant. Praesidium shall provide a limited, non-exclusive, non-transferable license for the Client to access, display and perform or use the object code version of the Armatus® Internet-based Training System, at Praesidium's website as described in this Contract.

(9) Restricted Access and Use. The access and use of the Armatus® Internet-based Training System is limited to the Client and its designated employees and volunteers and Client may not access or use the Armatus® Internet-based Training System, other than to enable Client's employees and volunteers to review the material, take the courses, and organize and display certain data contained at the Armatus® Internet-based Training website, solely for carrying out the business or administrative requirements of the Client. The Client agrees to restrict access to the Armatus® Internet-based Training System, and its software, modules, courses and related written materials, if any, to authorized Client employees and volunteers.

(10) Unlawful Use. The Client shall use the Armatus® Internet-based Training System for lawful purposes only. The Client shall not post or transmit through the Armatus® Internet-based Training System any material which violates or infringes in anyway upon the rights of others; which is unlawful, threatening, abusive, defamatory, invasive or privacy or publicity rights, vulgar, obscene, profane, or that Praesidium reasonably finds objectionable; or which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

(11) Printing Materials. The Client is prohibited from printing any of the Armatus® Internet-based Training System materials, and will instruct all of its users, including all employees and volunteers of Client, who access the Armatus® Internet-based Training System, that the printing of any portion of the Armatus® Internet-based Training System is strictly prohibited. Notwithstanding

the above, the Client, at its discretion, may allow its employees and volunteers to print off "Completion Certificates".

PRAESIDIUM, INC.

CLIENT:

By: Richard F. Dangel, Ph.D

By: _____

Its: President and CEO

Its: _____



PRAESIDIUM
Our passion. Your Protection.

CREDIT CARD PAYMENT FORM

*****All information must be provided and faxed to (817) 261-7864 for processing *****

| CREDIT CARD INFORMATION | | | |
|--|---|-------------------|--------------------------------------|
| Organization Name: | | | |
| Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Discover | | | |
| Credit Card Number: | | | Expiration Date: |
| Name as it appears on Credit Card: | | | CVC2 Code: |
| Payment Amount (US Dollars): | | | |
| Signature: | | | Date: |
| CREDIT CARD BILLING ADDRESS | | | |
| Street Address: | | | |
| City: | | | |
| State: | Zip/Postal Code: | Country: | |
| Phone Number: | | Fax Number: | |
| RECEIPT OPTIONS | | | |
| Mail/Fax Receipt <input type="checkbox"/> | Email Receipt: <input type="checkbox"/> | (email address) | No Receipt: <input type="checkbox"/> |
| Street Address: | | | |
| City: | | | |
| State: | Zip/Postal Code: | Country: | |
| Fax Number: | | | |
| *** For Office Use Only *** | | | |
| Order No.: _____ | | | |
| Client No.: _____ | | Invoice No. _____ | |
| <input type="checkbox"/> Approved Approval Code _____ | | | |
| <input type="checkbox"/> Declined | | | |

*** NOTE: Sales tax will be added if applicable.**