GETS Ready Customer Purchase Agreement for
Software Compliance and Software Professional Consulting Services

This **Customer Purchase Agreement for Software Compliance and Software Professional Consulting Services** (this "**Customer Purchase Agreement**" or "**CPA**"), effective as of [DATE] (the "**CPA Effective Date**") is executed and delivered by the undersigned customer ("**Customer**") and Information Systems Asset Management, Inc. (ISAM) ("**Contractor**").

1. <u>Services</u>. Contractor will provide to Customer the Services set forth on each mutually agreed Statement of Work during the CPA Term (as defined below). In providing the Services and performing its obligations hereunder, Contractor shall comply with **Attachment A (Customer Rules)**.

2. <u>Separate Agreement</u>.

   a. As set forth in the GETS Ready Software Compliance and Software Professional Consulting Services Agreement, dated as of _____, 20__, by and between Georgia Technology Authority ("**GTA**") and Contractor (the "**GTA Agreement**"), this Customer Purchase Agreement incorporates the terms and conditions (other than Section 20) of the GTA Agreement. As such, Customer and Contractor each acknowledges and agrees that: (i) Contractor shall be solely liable for its obligations under this Customer Purchase Agreement; (ii) Customer shall be solely liable for its obligations under this Customer Purchase Agreement; and (iii) neither GTA nor the State of Georgia (nor any third party) shall be responsible for the obligations of Contractor or Customer under this Customer Purchase Agreement. Any claim or cause of action that Customer may have under this Customer Purchase Agreement, and that Contractor shall have against Customer, shall be exercisable solely against Contractor or Customer (as applicable) and not GTA or the State of Georgia.

   b. Promptly following the execution of this Customer Purchase Agreement, Contractor shall return a copy of this executed Customer Purchase Agreement (including any applicable exhibits or attachments) to GTA at the address set forth below.

3. <u>Collection of Customer Information</u>. Customer and Contractor acknowledge and agree that from time to time, GTA may collect information in the form of Customer surveys, conduct Customer interviews, or request other information with respect to the services delivered or charges paid under this Customer Purchase Agreement.

4. <u>Term</u>. The term of this Customer Purchase Agreement shall begin on the CPA Effective Date and shall remain in effect until [DATE] (the "**CPA Term**"). Customer may extend the CPA Term upon written notice to Contractor, as long as the GTA Agreement remains in full force and effect at the time of such extension. For clarity, references to "Effective Date" in the GTA Agreement will be deemed to be the CPA Effective Date for purposes of this Customer Purchase Agreement.

5. <u>Address for Notices and Billing</u>. All notices, requests, or other communications (excluding invoices) hereunder shall be sent to the following addresses:

	Customer	Contractor
Entity Name		Information Systems Asset Management, Inc.
Address Line 1		4152 North River Run
Address Line 2		
City, State, Zip		Savage, MN 55378
Contact Name		Alan S Bain
Contact Title		Vice President of Delivery
Email		abain@isamgroup.com

Contractor shall submit invoices detailing the Charges for the Services to Customer at the following address:

	Customer
Entity Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Contact Name	
Contact Title	
Email	

6. <u>Entire Agreement; Counterparts</u>. This Customer Purchase Agreement (including the relevant provisions of the GTA Agreement and any Attachments hereto) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Customer Purchase Agreement shall be valid unless in writing and signed by both parties. Contractor and Customer may execute this CPA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures for both Contractor and Customer need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as executing and delivering this CPA in the presence of the other party.

7. <u>Third-Party Beneficiary</u>. Customer and Contractor hereby agree that GTA is an intended and express third party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement and shall have the right, exercisable in its sole discretion, to enforce such terms and conditions, or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the date signed by both parties below.

[Name of Customer]   **[Contractor]**

_____   Information Systems Asset Management, Inc.

By: _____   By: _____

Name: _____   Name: _____Alan S Bain_____

Title: _____   Title: ____Vice President of Delivery_____

Date: _____   Date:_____

Contractor to return a copy of this executed Customer Purchase Agreement, and any applicable exhibits or attachments to:

Georgia Technology Authority
GETS Ready Program
Attention: Peter Blake
47 Trinity Avenue, 6th Floor
Atlanta, GA 30334
Email: peter.blake@gta.ga.gov

Administrative fee payments from Contractor to GTA should be mailed to the following address and with the below memo:

Georgia Technology
Attn: GTA Accounting
P.O. Box 945941
Atlanta, GA 30394-5941

Memo: "GTA Software Compliance Admin Fee Payment"

Attachment A

Customer Rules

[Insert any specific requirements associated with Customer's facilities, systems or data, including any specific Security Requirements (i.e., Customer Rules) with which Contractor is required to comply in performing the Services.]