



453 Lincoln Street, Suite 114  
 Carlisle, PA 17013  
 O: 717.609.0051 • F: 717.249.5444

[www.workxpress.com](http://www.workxpress.com)

## Purchase Agreement (the “Purchase Agreement”) No.

### By and Between Express Dynamics, LLC and (“Express Dynamics”, “WorkXpress”) (“Client”)

By the signatures of their duly authorized representatives below, Express Dynamics and Client, intending to be legally bound, agree to all of the provisions of this Purchase Agreement, as amended, modified or supplemented from time to time in accordance with the terms hereof. The effective date of this Purchase Agreement shall be the date on which this Purchase Agreement is fully executed by the parties hereto (the “Effective Date”).

<b>Express Dynamics, LLC.</b>	<b>Client Name:</b>
By: _____	By: _____
Name: Treff LaPlante _____	Name: _____
Title: President _____	Title: _____
Date Signed: _____	Date Signed: _____

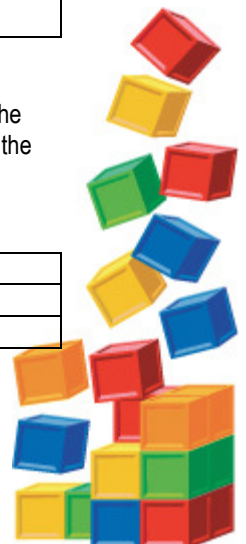
A certain Master Agreement Dated March 5<sup>th</sup>, 2008, and referenced at <http://www.workxpress.com/legal> (“Master Agreement”) is hereby annexed to and made part of this Purchase Agreement. The terms and conditions contained therein are incorporated herein as if originally set forth herein. In each instance where the provisions of these Purchase Agreement(s) contradict or are inconsistent with the provisions of the Master Agreement, the provisions of this Purchase Agreement shall prevail.

Any notices required or permitted to be sent hereunder shall be delivered personally, sent by facsimile transmission or mailed, certified mail, return receipt requested and postage prepaid, or delivered by commercial overnight courier service, with charges prepaid, to the following addresses (or to such other address as either party may from time to time provide by written notice given in accordance with the provisions of this Purchase Agreement):

<b>If to Express Dynamics:</b> 453 Lincoln Street, Suite 114 Carlisle, PA 17013 Fax #: 717-249-5444 Attn: Treff LaPlante	<b>If to Client:</b> _____ _____ Fax #: _____ Attn: _____	<b>With a Client Copy To:</b> _____ _____ Fax #: _____ Attn: _____
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This document provides a description of the proposed solution fees and costs to be paid to Express Dynamics by the Client. Not all costs to Client that are inherent to any project are specifically identified. Any specific expectation of the Client that is not clearly stated in this document should be brought to the attention of Express Dynamics prior to acceptance.

Designated Project Manager	Name	Phone	Email
Authorized Client Project Manager #1			
Authorized Client Project Manager #2			





# 1. PROFESSIONAL SERVICES AGREEMENT

## 1.1. Flex Services

### Flex Services Agreement:

Subject to the terms and conditions hereunder, Express Dynamics assigns Project Managers to work directly with the Client. These Project Managers work under the FlexServices pricing model, allowing the client to have maximum flexibility as their needs develop. FlexServices could include a wide range of activities such as Business Analysis, Design, Software Configuration/Customization (DNA development), User Training and Technical Support. FlexServices are subject to the terms and conditions of the Master Agreement and this Purchase Agreement, and all Terms of Service (“TOS”), which are considered to be attached hereto and may be found at <http://www.workxpress.com/legal> TOS are subject to change at the discretion of Express Dynamics. Client will be provided written notice of any material changes to the relevant TOS.

### Terms of Service #1: Project Management will apply

All software customizations will be managed exclusively according to the **TOS #1: Project Management**. All Client requests under this agreement will be classified as either a Service Request or a Defect. All Authorized Express Dynamics time spent on Service Requests will be deducted from the Clients Flex Service Hours Balance. All authorizations must be submitted through the Project Management Portal.

### Terms of Service #2: Defect Allowances will apply

Express Dynamics may provide an Allowance for Support against Defects as classified in **TOS #1: Project Management**. The terms for this Allowance are described there and in **TOS #2 Defect Allowances**.

Response and Resolution times as defined in **TOS #1: Project Management** are shown here:

Severity	Email address	Response Time	Resolution Time	Overage Rate
Down	<a href="mailto:down@expressdynamics.com">down@expressdynamics.com</a>	.5 hours	4 hours	\$300 / hour
Critical	<a href="mailto:critical@expressdynamics.com">critical@expressdynamics.com</a>	2 hours	96 hours	\$200 / hour
Non-Critical	<a href="mailto:support@expressdynamics.com">support@expressdynamics.com</a>	12 business hours	Next scheduled release	\$150 / hour

### Data Importation

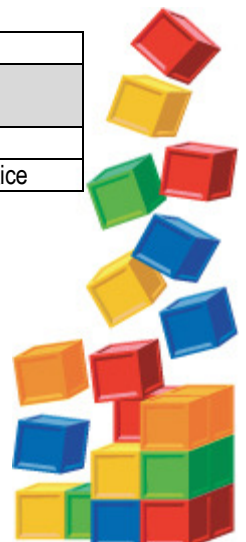
Express Dynamics may import data as a part of this FlexService agreement, according to procedures further described in **TOS #1: Project Management** attached hereto.

### Client Responsibilities

Client must assume certain responsibilities as a part of this FlexService agreement, according to procedures further described in the applicable **Terms of Service** attached hereto.

## 1.2. FlexServices Pricing Details

Agreement Description	
Monthly Rate of FlexService Hours	Aggressive, Steady, or Low-Risk \$20,000, \$10,000, or \$5000
Billing Cycle	Monthly, in advance
Term of this Agreement	Month to month, cancelable with 30 days written notice





## 2. LICENSING AND SUPPORT

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### 2.1. Licensing and Support Details

All terms of license, use and support are contained in the Terms of Service which will be presented upon login to the Account Portal at [www.workxpress.com](http://www.workxpress.com) (the “online Terms of Service”). You must agree to the online Terms of Service to activate your license for use. The terms in this document do not supersede any terms in the online Terms of Service.

### 2.2. Licensing Pricing Details

Key Term	Agreement Details
Delivery Pricing Terms	\$50 /user/month, in increments of 5
Payment Frequency	Monthly, in advance
Term of this agreement	2 years, monthly thereafter
Member Service Begins On	Date: upon production deployment

