

CUSTOMER AGREEMENT

This **CUSTOMER AGREEMENT** between _____
having a principal business address of _____

_____ ("Customer"), SPOT
Business Systems, a corporation with offices at 12345 South 300 East, Suite 100,
Draper, Utah 84020-8790 ("SPOT"), is entered into as of this _____ day of
_____ 2008 (the "Effective Date").

Background

SPOT Business Systems is in the business of licensing SPOT software to its clients including the Customer, and is an authorized reseller of AirClic MP™ Solutions ("AirClic Solutions") that are integrated with its SPOT software. The AirClic Solutions are provided by AirClic Inc., a Delaware corporation having a principal business address of 411 S. State Street, Newtown, Pennsylvania, 18940 ("AirClic").

Customer has determined to deploy an AirClic Solution as more fully described on Exhibit A hereto. The AirClic Solution will involve the use and licensing of certain AirClic MP™ infrastructure and technology (collectively, "AirClic Technology") and may include the purchase and use of AirClic-enabled data capture devices (each, a "Device").

NOW THEREFORE, in consideration of the premises, mutual promises and other good and valuable consideration the parties, intending to be legally bound hereunder, hereby agree as follows:

1. License and Delivery of AirClic Solution. Subject to the terms and conditions contained herein, SPOT hereby grants to Customer a limited, non-exclusive, personal, non-transferable right and license to use the AirClic Solution, including the AirClic Technology included therein. The license and right to use the AirClic Solution shall apply only to that number of users ("Users") that have been expressly authorized by Customer and licensed to use the AirClic Solution pursuant to the terms of such Agreement, including all payment terms. Each license granted to a Client shall run for a term ending upon the then applicable term of such Client's Agreement. The Client is responsible for the use of the AirClic Solution by each person that it grants access thereto, including any of its employees, independent contractors and agents. Devices purchased hereunder are only licensed for use with the AirClic Solution and may be purchased directly from and billed by AirClic or through SPOT.

2. Economics, Purchase Orders and Payment Terms. The fees and prices applicable to the AirClic Solution to be charged for each Client's use are as set forth on Exhibit B hereto. Each Client may license additional Users and purchase additional products and services by completing purchase orders in a form accepted in writing by SPOT. All payments due under this Agreement shall be made via ACH and without setoff, deduction, or counterclaim. Clients shall pay all shipping costs and any sales, use, value-added and other similar taxes. SPOT may charge, and Client shall pay, interest on amounts not paid by Customer when due at a rate equal to 1.5% per month or the highest rate permitted by applicable law, whichever is lower.

3. Term. The term of this Agreement shall commence on the Effective Date and continue until for one year(s). This Agreement shall automatically renew for successive one-year periods unless written notice is given by either party not less than 60 days prior to the expiration of the initial term or the then-current renewal term. Either party may terminate this Agreement upon written notice to the other party in the event of a material breach of this Agreement by such other party that remains uncured for 45 days following written notice thereof by the terminating party. Non-payment shall be considered a material breach and notice of non-payment shall be deemed given as of the applicable scheduled payment date. Upon the expiration or earlier termination of this Agreement (i)

all licenses granted hereunder shall be immediately terminated, and (ii) any amounts owed to SPOT by Customer hereunder shall be immediately due and owing. Sections 3 -13 shall survive any expiration or termination of this Agreement.

4. Joint Representations and Warranties. Each of SPOT and Customer hereby represents and warrants to the other that (i) it has the requisite right, power, and authority to enter into this Agreement and to perform its obligations hereunder, (ii) it knows of no law or regulation that would prohibit it from entering into and performing this Agreement, or that would conflict with this Agreement, and (iii) this Agreement has been executed by its duly authorized representative.

5. Indemnification. Each party shall indemnify, defend and hold harmless the other party and its affiliates, employees, agents, and representatives from and against any and all costs, liabilities, losses, and expenses (including, without limitation, attorneys' fees) resulting from any claim, suit, action, or proceeding brought by a third party against such other party and its affiliates, employees, agents, or representatives, arising out of any breach of any of its representations, warranties, covenants, or agreements set forth in this Agreement. The failure of a party to provide to the other party notice of any such claim, suit, action, or proceeding shall not relieve it of its obligations hereunder, except to the extent that it shall have been materially prejudiced by such failure.

6. Disclaimer of Warranties. The AirClic Solution and the AirClic Technology employed therein are provided to Customer on an "as is," "with all faults" basis. Except for the express warranties contained in this agreement, no party makes any representations or warranties, express or implied, with respect to the AirClic Solution or the AirClic Technology or any other matter covered by this Agreement. All other warranties, including, without limitation, the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, as well as any warranties, express or implied, relating to accuracy, freedom from interference with enjoyment, or fitness of resulting work product, are hereby disclaimed.

7. Limitation of Liability. Neither SPOT nor AirClic shall be liable to Customer for any consequential, special, indirect, incidental, punitive, or exemplary damages (including, without limitation, lost profits, lost savings or loss of goodwill) suffered or incurred in connection with the exercise of any rights or licenses granted hereunder, or the performance or non-performance of any obligations imposed hereunder, even if SPOT or AirClic has been advised of the possibility of such damages. The foregoing limitation of liability reflects deliberate and bargained for allocation of risks and is intended to be independent of any exclusive remedies. In no event shall SPOT's or AirClic's liability to Customer exceed the total "Service Fees" (as defined on Exhibit B) paid by Customer hereunder during the three-month period immediately preceding the first event giving rise to any such liability.

8. Export Restrictions. This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions (collectively, "Laws") on the export from the United States of America. You shall not export any component of the AirClic Solution or any Device without compliance with such Laws

9. Governing Law; Arbitration. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof (each, a "Dispute") shall first be referred to the parties to their respective senior-level executives, or their designees, for attempted resolution through good faith negotiations. Any Disputes that cannot be settled by negotiation between the parties or mediation shall be finally settled by arbitration under the then-current Commercial Arbitration Rules of the American

Arbitration Association ("Commercial Rules"). In the event of any conflict between the Commercial Rules and this Agreement, the provisions of this Agreement shall govern. The arbitral tribunal shall consist of an arbitrator select pursuant to the rules of the ; American Arbitration Association. Any arbitration proceedings will take place in Philadelphia, PA. The award of the arbitrators shall be in writing and shall set forth the facts found by the arbitrator to exist. The arbitrator is authorized to grant pre-award and post-award interest at commercial rates. NOTWITHSTANDING OTHER PROVISIONS OF THIS AGREEMENT WHICH MAY BE INTERPRETED TO THE CONTRARY, THE ARBITRATORS APPOINTED HEREIN SHALL NOT HAVE THE AUTHORITY TO GRANT DAMAGES TO EITHER PARTY THAT ARE DISCLAIMED OR LIMITED UNDER THIS AGREEMENT. Aside from the arbitrators' fees and costs, which shall be shared equally by the parties unless the arbitrator for good cause determine otherwise, the successful party shall have its fees and costs (including attorney's fees) incurred in connection with such arbitration paid by the other party. The award of any such arbitral tribunal shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction or application may be made to any court of competent jurisdiction for judicial acceptance or confirmation of the award. Neither party shall seek recourse to a court of law to appeal for revision of the award.

10. Force Majeure. Except for payments due under this Agreement, neither party shall be responsible for any failure to perform its obligations hereunder to the extent such failure is due to causes beyond its reasonable control (each a "Force Majeure"), including, without limitation, acts of God, terrorism, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

11. Severability/Enforcement. If any provision of this Agreement is held by the arbitrator to be illegal, invalid, or otherwise unenforceable in any jurisdiction, then to the fullest extent permitted by law (i) the same shall not effect the other provisions of this Agreement, (ii) such provision shall be deemed modified to the extent necessary in the tribunal's opinion to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent of the parties as set forth herein, and (iii) such finding of invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, the disclaimers of warranties and the limitations of liability in Sections 7 and 9 are considered by the parties to be integral to this Agreement and shall not be modified or severed from this Agreement.

12. Third-party Beneficiary. AirClic is an intended third party beneficiary of this Agreement and may enforce the terms and conditions contained herein directly against either party.

13. Other terms. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other prior or contemporaneous communications between the parties. Except as expressly set forth herein, this Agreement may not be amended, modified, or supplemented except under the execution and delivery of a written agreement executed by the parties hereto. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. This Agreement may not be assigned by either party without the prior written consent of the other party and any such purported assignment shall be null and void; provided, however, that either party may assign this Agreement to an affiliate or in connection with a consolidation, merger, or sale of substantially all of its assets to which this Agreement relates, without the consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Each party is an independent contractor. Nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between SPOT and Customer. Neither party shall disclose any of the terms, conditions, or provisions of this Agreement (including any pricing or other information contained in any Exhibit hereto) without the prior written consent of the other party. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized representatives set forth below as of the Effective Date.

Customer

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

SPOT Business Systems

EXHIBIT A -- AirClic MP™ Solution

The AirClic Solution includes the following base components:

1. *AirClic MP Designer – Customized Handset Application*

- Mobile Application for SPOT
 - Mobile data capture application for SPOT Business Systems Software's SPOT application with the primary goal of tracking pick-ups and deliveries
 - AirClic Tracker 1.0 web visibility tool for real time activity tracking of each User and the related business event activity
 - AirClic Tracker 2.0 GPS Reporting solution for any customer using AirClic MP 5 or later.
 - Core changes in the application will be coordinated between AirClic and SPOT Business Systems Software in order to assure ongoing compatibility with SPOT.

2. *AirClic MP Capture*

Customer will use the i355 or i615 mobile handset with a Motorola AC25 scanning attachment as part of the AirClic Solution. The AC25 device has been designed and manufactured by AirClic Inc. under license from Symbol Technologies and Motorola Inc.

3. *AirClic Web Services*

Customer may use the AirClic Tracker 1.0 or 2.0 websites provided by AirClic to view the business event data captured by each User. Data can be queried for up to 30 and 15 days respectively from the date of capture.

4. *AirClic Harvester*

A back-end server utility that transforms data obtained from the handset application into a format for export to the Customer's business systems, in this case The SPOT solution. One installation of the Harvester is included either at the SPOT data center or at the Customer's location.

5. *Administration*

AirClic's Web-based administration application, Code Manager, which may be used to (i) add, delete, manage and administer Users, and (ii) to register any SmartCodes™ that may be employed in the AirClic Solution.

Initials _____ Date _____

EXHIBIT B -- Economics and Initial Purchase Order

- Service Fees** – For the development and license to use of the AirClic Solution, Customer shall pay a monthly "Service Fee" of \$50 for each User that has been licensed under this Agreement. Billing invoices and payments will be processed by SPOT Business Systems Software, Inc. and shall be due and payable within 15 days of receipt of the invoice related thereto.
- Devices.** Customer may purchase Motorola AC25 Devices from AirClic at a price of \$299 per Device, plus shipping and handling. Each Device shall also come with a rubber support case, provided without additional charge. Customer may purchase additional support cases at a price of \$24.99 per case, plus shipping and handling. The purchase price of all Devices and support cases shall be due and payable upon delivery. Each support case includes a button clip system for belt mounting. In addition to this configuration, Ballistic Nylon Holsters with secure belt mount and flap are available for \$19.95
- Consulting Services.** AirClic will provide the following consulting services ordered by the Customer from time-to-time at the rate of \$1,500 per person per day plus reasonable travel and lodging expenses. Payment is due upon receipt:
 - Train-the-trainer and/or end-user training services
 - Account Management services needed above those normally provided
 - Marketing collateral development
- Initial Purchase Order.** Customer hereby submits an initial purchase order for:

(Enter Quantity Needed)

 - _____ Licensed User(s) of AirClic MP for SPOT
 - _____ Motorola AC25 Scanner(s) for the i355 or i615 Handset
 - _____ Ballistic Nylon Holster (in addition to the included button clip)
(Select Handset Type)
 - _____ i355
 - _____ i615

(Please Select)

 - _____ I Have a Sprint Nextel Rep
 - _____ I Do Not have a Sprint Nextel Rep. Please let us provide you with a contact. Do not use web ordering or an unfamiliar retail oriented location.

5. **Initial Payment.** Concurrent with the execution and delivery of this Agreement, Customer shall pay AirClic a total of \$ _____ (\$299 x Number of Scanners + \$19.95 x Number of Holsters) plus shipping and handling.

Initials _____ Date _____