



12 West Wilson Street, Suite C
 Batavia, IL 60510
 Phone: 630-879-6550
 Fax: 630-879-6551

ORDER FORM
TELETAXPC™

**Telecommunications Tax Calculator/Accumulator
 and ASCII Database**

Customer Information

Company Name: _____

Main Contact Name: _____ Technical Contact Name: _____

Email: _____ Email: _____

Phone: (____)____-____ Fax: (____)____-____ Phone: (____)____-____ Fax: (____)____-____

Address: _____ Billing Information (if different):

Address: _____ Contact: _____

City: State: ____ Zip: _____ Address: _____

City: State: ____ Zip: _____

Payment Information

Payment Method

Credit Card, Check or Purchase Order required
 with order (check only one)

Credit Card

Check

Purchase Order
(copy of PO required with order)

If Credit Card (check one)

Visa

Master Card

American Express

Credit Card Number: _____

Expiration Date: Month: ____ Year: _____

Name on Credit Card: _____

Credit Card Billing Information:
(please note if same as either "main" or "billing" address above)

Credit Card Holder Signature: _____



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Product Information

Mark an "x" next to the state.

- | | | |
|-----------------------------|-----------------------------|---|
| <input type="checkbox"/> AL | <input type="checkbox"/> ME | <input type="checkbox"/> PA |
| <input type="checkbox"/> AK | <input type="checkbox"/> MD | <input type="checkbox"/> RI |
| <input type="checkbox"/> AZ | <input type="checkbox"/> MA | <input type="checkbox"/> SC |
| <input type="checkbox"/> AR | <input type="checkbox"/> MI | <input type="checkbox"/> SD |
| <input type="checkbox"/> CA | <input type="checkbox"/> MN | <input type="checkbox"/> TN |
| <input type="checkbox"/> CO | <input type="checkbox"/> MS | <input type="checkbox"/> TX |
| <input type="checkbox"/> CT | <input type="checkbox"/> MO | <input type="checkbox"/> UT |
| <input type="checkbox"/> DE | <input type="checkbox"/> MT | <input type="checkbox"/> VT |
| <input type="checkbox"/> DC | <input type="checkbox"/> NE | <input type="checkbox"/> VA |
| <input type="checkbox"/> FL | <input type="checkbox"/> NV | <input type="checkbox"/> WA |
| <input type="checkbox"/> GA | <input type="checkbox"/> NH | <input type="checkbox"/> WV |
| <input type="checkbox"/> HI | <input type="checkbox"/> NJ | <input type="checkbox"/> WI |
| <input type="checkbox"/> ID | <input type="checkbox"/> NM | <input type="checkbox"/> WY |
| <input type="checkbox"/> IL | <input type="checkbox"/> NY | <input type="checkbox"/> PR |
| <input type="checkbox"/> IN | <input type="checkbox"/> NC | <input type="checkbox"/> GUAM |
| <input type="checkbox"/> IA | <input type="checkbox"/> ND | <input type="checkbox"/> VIRGIN ISLANDS |
| <input type="checkbox"/> KS | <input type="checkbox"/> OH | |
| <input type="checkbox"/> KY | <input type="checkbox"/> OK | |
| <input type="checkbox"/> LA | <input type="checkbox"/> OR | |



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TELETAXPC™ Calculator/Accumulator and ASCII Database

Single User System

Rate file, number of ordered states.....states _____ X \$200.00 = \$ _____ .

Active X DLL program (annual recurring for updates).....\$ _____ 500.00

Sub-Total.....\$ _____ .

Sales Tax (including LaserBridge+™ if applicable).....\$ _____ .
 (Sales tax added if Independent Systems is licensed in the state and the product is taxable - unless an exemption is provided by customer with order.)

TOTAL.....\$ _____ .

Database and DLL Delivery:
 Via Website Download

Product Updates:
 (check one)

- Website Download
- Email

Annual maintenance fee billed at this order amount.

I have read and agree to the terms and conditions outlined in Independent Systems' License Agreement.

Main Contact Signature: _____

Fax completed order and initialed License Agreement to 630-879-6551

SUPPLIERS, OR REPRESENTATIVES OR END USERS WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF THE PARTIES HAVE BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

8. CAP ON LIABILITY. IN NO EVENT WILL THE LIABILITY OF ISPI OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUPPLIERS, OR REPRESENTATIVES TO YOU OR ANY END USER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE, EVER EXCEED THE LICENSE AND ROYALTY FEES RECEIVED BY ISPI FROM YOU UNDER THIS AGREEMENT.

9. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless ISPI and its respective officers, directors, employees, agents, successors, representatives and assigns from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney or accounting fees) sustained, incurred, or arising from your use or misuse of the Product or Program Concepts.

10. VERIFICATION. At the request of ISPI, you shall furnish ISPI with a signed statement that the Product and the Program Concepts are being used pursuant to the terms and conditions of this Agreement. If ISPI has reason to believe that the Product or the Program Concepts are not being used in accordance with the terms and conditions of this Agreement, you shall permit ISPI to review your relevant records and inspect your facilities to ensure compliance with this Agreement. ISPI will give you at least three (3) business days advanced notice of any such inspection and will conduct such inspection during normal business hours in a manner that does not unreasonably interfere with your business operations.

11. TERMINATION BY ISPI. ISPI hereby reserves the right to terminate this license without notice at any time upon your breach of any of the terms contained in this Agreement or any related sales order, including failure to make payment. Upon termination or expiration of this Agreement for any reason, you shall immediately return the Product and any copies to ISPI, or, at ISPI's discretion, you shall permanently destroy all copies of the Product and any related materials in your possession or control.

12. U.S. GOVERNMENT RESTRICTED RIGHTS. The Product provided hereunder is "commercial computer software" and also contains "computer software documentation" as these terms are defined at DFARS Subpart 252.227-7014(a)(1) and

252.227-7014(a)(5). Pursuant to DFARS 227.7202-3, the Product is a commercial item. Consequently, all U.S. Government users, if any, acquire the Product subject to the terms and conditions set forth in this Agreement. Governmental rights, if any, in technical data contained in the Product is governed by DFARS 227.7102-2. If this Agreement as written is inadequate to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return the Software to ISPI.

13. INJUNCTIVE RELIEF. You acknowledge that remedies at law may be inadequate to provide ISPI with full compensation in the event of your material breach of the license or any confidentiality obligations contained herein or any intellectual property rights of ISPI, and that ISPI shall therefore be entitled to seek injunctive relief in the event of any such material breach.

14. GOVERNING LAW. In order to assure consistency in the interpretation of this Agreement, this Agreement will be governed exclusively by the laws of the United States of America and the State of Illinois, without giving effect to its conflict of law rules. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

15. FORUM FOR DISPUTE. The Parties further agree that the place of contract and performance of this Agreement is Batavia, Illinois, United States of America, and any litigation may be brought in the U.S. District Court for the appropriate district of Illinois, and the Parties hereby consent to jurisdiction in such forum.

16. WAIVER / SEVERABILITY. The failure of ISPI to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement.

17. ASSIGNMENT. You cannot assign, sublicense, or transfer this Agreement without the prior written consent of ISPI. Any attempt by you to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void.

18. ENTIRE AGREEMENT / MODIFICATIONS. This Agreement and any accompanying Sales Order provided by ISPI comprise the entire agreement between you and ISPI, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written signed agreement between the parties. Without limiting the generality of the foregoing sentence, ISPI hereby expressly objects to any provision included within any purchase order or similar document delivered by you to ISPI in conjunction with your license of the Product which conflicts with any portion of this Agreement.