

Statement of Work to Add Ascentium Information to Vendor's Website

Background

Regions Bank, an Alabama banking corporation d/b/a Ascentium Capital ("Ascentium") provides financing to end users of equipment and other commercial assets. The undersigned vendor ("Vendor") sells equipment and/or other commercial assets to end users wishing to use such equipment and assets for business purposes only. Vendor has requested that Ascentium make certain additions and/or alterations to Vendor's website to enhance Vendor's marketing of its products by providing information on Ascentium's financing services.

Scope of Work

Vendor hereby requests that Ascentium add its financing information to Vendor's website. The Ascentium financing information will include general information about Ascentium and its financing options, Ascentium contact information, one or more links to Ascentium's credit application and Ascentium legal disclaimers and notices (the "Standard Information"). In addition, Vendor may request that Ascentium add certain optional features such as quoting tools for vendor's customers to receive payment estimates under different financing scenarios and/or banner ads or other design elements (the "Optional Information" and together with the Standard Information, the "Ascentium Information"). Ascentium will work with Vendor to determine if any Optional Information is desired and feasible for Vendor's website.

Design, Testing and Implementation Process for Ascentium Information

Upon execution of this Statement of Work, Ascentium will provide Vendor with a coding script to be added to Vendor's website that will permit Ascentium to add the Ascentium Information to Vendor's website. Adding the computer script will not make any Ascentium Information go live on the Vendor's website. Once the script is added, Ascentium will design and install the Ascentium Information in a staging environment on Vendor's website (the "Design Phase"). Upon completion of the Design Phase, Ascentium will email Vendor a demo link to the staging environment where Vendor can review and test the Ascentium Information (the "Testing Phase"). Upon completion of the Testing Phase to each of Ascentium's and Vendor's satisfaction, Vendor and Ascentium will execute and deliver a written confirmation in the form of Exhibit A hereto (or such other form of written confirmation acceptable to Ascentium), confirming the approval of the design and testing and authorizing implementation of the Ascentium Information on Vendor's live website.

Actions and Modifications to Ascentium Information Following Implementation

Without the prior written consent of the other, neither Ascentium nor Vendor shall make any modifications to, or that would otherwise affect, the Ascentium Information. However, Vendor agrees that Ascentium shall be permitted, without the prior consent of Vendor to, modify the Ascentium Information on Vendor's website to periodically (1) make technical, design or other enhancements to the Ascentium Information, (2) update the Ascentium Information in order to comply with applicable laws, rules or regulations or best practices as determined by Ascentium in its sole discretion, (3) correct any errors or other issues with the Ascentium Information, or (4) remove any or all of the Ascentium Information in Ascentium's sole discretion. Ascentium will use reasonable efforts to provide Vendor with advance notice of any material changes to the Ascentium Information on Vendor's website. If necessary, Vendor will cooperate with reasonable requests by Ascentium relating to modifications of the Ascentium Information. Vendor may request that Ascentium remove the Ascentium Information at any time and Ascentium will comply with such request as soon as reasonably possible. In addition, Vendor may directly remove the Ascentium Information from its website at any time and without the consent of Ascentium by removing the coding script linking to the Ascentium Information. Vendor agrees to notify Ascentium if it intends to remove the Ascentium Information from its website.

Ownership and Intellectual Property Rights

Any and all Ascentium Information, trademarks, tradenames, logos and intellectual property provided or created, in whole or in part, by Ascentium in connection with this Statement of Work (collectively, "Ascentium Intellectual Property") are, and shall remain, the sole and exclusive property of Regions Bank. To the extent that Vendor is deemed to have acquired any intellectual property rights (other than as expressly set forth in the immediately succeeding paragraph) in the Ascentium Intellectual Property in connection with this Statement of Work, Vendor hereby assigns to Ascentium all of Vendor's right, title and interest in, to and under, any such Ascentium Intellectual Property and, at the request of Ascentium, agrees to execute such other documents, and take all such further actions, to effect such assignment or otherwise protect Regions Bank's ownership rights therein.

Ascentium hereby grants Vendor a non-exclusive license to use the Ascentium Intellectual Property and Ascentium Information provided by Ascentium pursuant to this Statement of Work. The license granted by Ascentium pursuant to the immediately preceding sentence is strictly limited to Vendor's use of such Ascentium Intellectual Property and Ascentium Information in the form such Ascentium Intellectual Property and Ascentium Information is provided to Vendor, and Vendor shall not use such Ascentium Intellectual Property or Ascentium Information for any other purpose, in any other manner or in any other form. Ascentium may terminate such license, at any time, with or without cause. Except as expressly contemplated by this Statement of Work, Vendor hereby agrees not to distribute, disclose or otherwise share any deliverables provided or created in connection with this Statement of Work with any third party without the prior written consent of Ascentium.

Miscellaneous

The parties agree that this Statement of Work will be non-exclusive and will not prevent Ascentium from entering into a similar agreement with another party. The parties will act as independent contractors and nothing in this agreement shall be construed to create a partnership, joint venture, or like relationship between the parties. Vendor acknowledges that Ascentium is providing the services and products set forth in this Statement of Work and the documents and agreements referenced herein (the "SOW Documents") at no charge to Vendor in order to enhance Vendor's marketing of its products to end users. As such, Vendor expressly acknowledges and agrees that (1) Ascentium makes no representation or warranty, express or implied, as to any matter relating to the SOW Documents or the Ascentium Information, including without limitation, the design or condition of the Ascentium Information, its merchantability, fitness for any particular purpose or its compliance with any applicable laws, rules and regulations and (2) neither Ascentium nor its affiliates or any of its or their respective officers, directors, members, managers, employees, contractors or agents (collectively, Ascentium Parties") shall have any liability whatsoever (including for any loss of use, lost revenue or lost profits) by reason of any act or omission relating to the SOW Documents or the Ascentium Information, including its delivery, installation, maintenance, operation, performance or use. Vendor shall indemnify and hold harmless each Ascentium Party from and against any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorneys' fees, arising from or related to (i) Vendor's breach of any SOW Document (including, without limitation, any unauthorized modification to the Ascentium Information by Vendor) and/or (ii) to the extent not resulting from Ascentium's gross negligence or willful misconduct in connection with the Ascentium Information, any other matter related to Vendor's marketing, sale or maintenance of its products. The validity, construction and enforcement of the SOW Documents shall be governed in all respects by the laws of the State of Alabama, without regard to conflicts of law principles, and venue will be proper only in a court of competent jurisdiction located in Jefferson County, Alabama. Without the prior written consent of Ascentium, Vendor may not assign, subcontract, delegate or otherwise transfer the SOW Documents or any of its rights or obligations thereunder. The SOW Documents shall be binding upon, and inure to the benefit of, the parties and their respective permitted successors and permitted assigns. The SOW Documents may be executed in counterparts, each of which is deemed an original but all of which constitute the same instrument. The SOW Documents constitute the entire understanding and agreement between the parties, and supersede all prior negotiations, agreements and understandings between the parties whether oral or in writing, concerning the subject matter thereof, and shall not be amended or otherwise modified unless in a writing signed by both parties.

REGIONS BANK D/B/A ASCENTIUM CAPITAL

Vendor Name:

By: _____
Name:
Title:
Address:
23970 Hwy 59 N. Kingwood, TX 77339
Attn: SVP - Strategic Services

By: _____
Name:
Title:
Address:

Date:

Exhibit A

CONFIRMATION FOR IMPLEMENTATION OF ASCENTIUM INFORMATION

This confirmation for implementation of Ascentium Information (this "Confirmation") is being executed pursuant to that certain Statement of Work (the "SOW"), between the Vendor named below ("Vendor") and Regions Bank d/b/a Ascentium Capital ("Ascentium"). Capitalized terms used, but not otherwise defined, in this Confirmation shall have the meanings set forth in the Statement of Work.

Vendor has reviewed the Ascentium Information provided by Ascentium pursuant to the SOW, including without limitation the results of the Design Phase and the Testing Phase. Vendor hereby confirms its complete satisfaction with such Ascentium Information and all individual components thereof and hereby provides its consent for the implementation and launch of such Ascentium Information on Vendor's live website.

Vendor Name:

Signature:

Print Name:

Title:

Date:

Regions Bank d/b/a Ascentium Capital

Signature:

Print Name:

Title:

Date: