

**EMPLOYMENT AGREEMENT**

This Agreement made effective this **February 16, 2009** by and between **Client/Server Software Solutions, Inc.**, hereinafter referred to as CSSS.NET a legal dba of Client/Server Software Solutions, Inc., 3906 Raynor Parkway, Suite 201, Bellevue, NE 68123(hereinafter referred to as "Employer"); and **Lawrence Carver**, (hereinafter referred to as "Employee").

WHEREAS, Employer is in the business of locating technical consultant job assignments and providing consulting services in accordance with the needs of its customer clients (hereinafter referred to as "Clients"); and

WHEREAS, employee currently desires to be employed by Employer in the capacity of technical consultant performing work on Clients' projects, as assigned by Employer, and Employer desires to employ Employee.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **SCOPE OF DUTIES.** Employer employs Employee and Employee accepts employment upon the terms and conditions set forth in this Agreement. Employee shall perform Business Development, Sales, and other specialized technical work as he/she is directed to perform by Employer for Employer's Clients. Employee represents that, in the performance of his/her services for Employer's clients, he/she will regularly and typically exercise sound discretion and independent judgment with respect to the significant matters entrusted to him/her. Employee agrees to adhere to applicable employer and Clients' policies, procedures and requirements in performing his/her assigned work. Employee further agrees to exert his/her best efforts and to conduct himself/herself in a professional manner at all times while on assignment with Employer's Clients. Employee further understands and agrees that while working at Clients' sites he/she works in the name of and represents employer.
2. **TERM.** Employee's employment will commence on **8/29/2005** and shall continue in effect unless and until Employer or Employee terminates such employment in accordance with the provisions of paragraph 14 or 19. Employee agrees that, in the event that Employer's Client for which Employee is scheduled to perform services informs employer, prior to the above-stated date on which Employee's services are scheduled to commence, that the commencement date is being postponed, then Employer will inform Employee immediately and Employee agrees that he/she will commence performing services on the revised commencement date as determined by the Client.
3. **COMPENSATION, TIME RECORDS, DEDUCTIONS.** Employer agrees to pay Employee in accordance with the wage plan attached to this Agreement as Exhibit A and made a part hereof. For each assignment Employee will record on Employer's prescribed time record, and in accordance with any procedures established by

Employer, Employee's hours worked on each day. Prior to submitting any such time record to Employer, Employee shall obtain on each time record Client's signature confirming and approving the hours worked by Employee. Employee agrees that such Client-approved time record shall be conclusive as to time worked each day by Employee. Employee further agrees that he/she is responsible for ensuring that such time record (including Client signature) for any week is received by Employer's accounting office no later than the 1st business day of the following week. Employee recognizes that Employer may elect to modify or supplement these procedures, orally or in writing, and Employee agrees to be bound by any such future modifications or additions. Employer shall deduct amounts from Employee's compensation only as authorized by applicable law, including amounts attributable to all applicable income tax withholding and Federal Insurance Corporation Act (FICA) tax withholding.

4. **BENEFITS.** Employer shall pay such taxes as may be required by law to provide Employee with any benefits to which Employee may be entitled under federal and state unemployment law and under state worker's compensation insurance law. Employee shall be entitled to no other benefits of any kind except to the extent set forth in Exhibit B attached to this Agreement and made a part hereof.
5. **TRAINING.** Employee may submit to employer a request for funds to pay for a seminar or other similar training or for training materials which employee believes would enhance his/her ability to perform work for Employer's clients. Employer shall consider each request individually and any approval of Employer funding shall be binding only if it is made in writing by Employer in advance of such training. Nothing in this Agreement shall be constructed as a guarantee of Employer funding for any training.
6. **HOURS.** Subject to the provisions in Exhibit A, which is attached to this Agreement, while performing work at client's site Employee shall work the hours typically worked by Client's employees unless directed otherwise by Employer, who shall set and enforce Employee's amount and schedule of hours.
7. **PERSONAL SERVICES OF EMPLOYEE.** Employee must personally perform the work as directed by Client or Employer and has no right to subordinate in any way that responsibility to personally perform the work. Employee has no right to hire, supervise or pay assistants, except as specifically directed in writing in advance by employer to do so.
8. **EXCLUSIVITY.** Employee hereby agrees that during the term of this Agreement he/she shall provide full-time service and shall refrain from performing services for others to the extent required by Employer.
9. **NON-PERFORMANCE OF SERVICES AND NON-RECRUITMENT.** During the term of this Agreement and for 12 months after the termination of Employee's employment relationship with Employer for whatever reason, whether such termination was by Employer or Employee, and whether with or without cause, employee agrees that he/she shall not, as a principal, Employer, stockholder, partner, agent, consultant, independent contractor, employee, or in any other individual or representative capacity directly or indirectly approach client of CSSS.NET.

10. **REIMBURSEMENT OF EXPENSES.** Employer shall reimburse Employee for necessary and ordinary expenses incurred in the course of performing work under this Agreement provided that Employee submits for approval in writing in advance and Employer approves the specific expenditure in writing in advance and notifies Employee in writing in advance of its intention to provide reimbursement. In order to receive an approved reimbursement, Employee shall present Employer with an itemized accounting of expenditures and supporting receipts and vouchers and any further information that Employer may request, and such reimbursement shall be contingent upon receipt of adequate information.
11. **DIRECTION, SUPERVISION AND COOPERATION.** Employee agrees to adhere to all applicable policies, procedures and rules of Employer. Although employee will ordinarily work as required by employer at the direction of the Client on whose project Employee is working, he/she agrees that Employer has the right to direct Employee as to when, where and how Employee is to perform the work. Employer has the right to instruct Employee as to which tools and technology Employee will use on the job and the right to require that Employee perform the work in the order or sequence directed by Employer. Employer has the right to require Employee's attendance at meetings at Employer's or any other premises. Employee's performance is subject to the review and approval of Employer and Client. Employee's immediate supervisor in Employer's firm is **Lisa Wolford**, unless designated otherwise by Employer. Employee agrees to cooperate fully with any request by Employer for Employee to provide any information, orally and in writing, related to the performance of Employee's services, including but not limited to any information required by Employer to respond to any questions, claims, defenses and the like raised by any person or governmental agency or required by Employer to prepare or file any claims, defenses or the like to be made by Employer.
12. **REPORTS.** Employee shall provide his/her immediate employer supervisor with weekly reports of progress and status regarding his/her work on Client projects. Such reports shall include providing comments pursuant to paragraph 3 of this Agreement, regarding potential completion of work on project earlier or later than initially anticipated and major problems encountered by Employee. Employee shall also provide further oral or written reports as requested by Employer. Employee shall notify both Client and Employer if for any reason Employee cannot be present where and when expected for work.
13. **EMPLOYEE REFERRALS.** If in the course of performing work for Client, Employee becomes aware of the potential opportunity for employer to provide additional personnel to Client, employee shall notify his/her Employer supervisor orally, at the earliest possible time, relating all pertinent information of which Employee is aware.
14. **DISCHARGE.** Employer may terminate Employee's employment at any time, with or without cause and with or without prior notice, and nothing in this Agreement shall be deemed to restrict Employer from taking such action.

15. **CONFIDENTIALITY AND NON-DISCLOSURE.** Employee acknowledge that confidential information and materials regarding Employer and its clients have been or will be disclosed to him/her solely for the purpose of assisting him/her in performing his/her duties under this Agreement. Such information and materials are and remain the property of employer and its clients respectively. As used in this Agreement, the phrase "confidential information and materials" includes but is not limited to all information belonging to Employer or Employer's Clients relating to their respective services and products, customers, business methods, strategies, and practices, internal operations, pricing and billing, financial data, costs, personnel information (including but not limited to names, educational background, prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character, information designated by Employer or any of its clients as confidential, and all other information that might reasonably be deemed confidential. Employee acknowledges that he/she may use such confidential information and materials only during his/her term of employment and solely for the purpose of such employment, and that this right expires upon employee's discharge or resignation. Employee therefore agrees not to use for his/her own benefit or for the benefit of any other person, except as specifically authorized in writing in advance by all owners of such information and materials, or divulge to any person for any reason, any such information and materials related to the business of Employer, any of its clients, or their customers, clients and affiliates, both at any time during the term of this Agreement and at any time after its termination. Employee agrees to take any and all reasonable actions, including those requested by Employer or client, to prevent such disclosure and preserve the security of confidential information and materials. Employee further agrees that he/she will not directly or indirectly disclose to any person, including to the Client or to any coworkers either during or after his/her period of employment, Employee's wage rates and terms, without prior written consent of Employer disclosure to a spouse or financial institution shall be permitted so long as further disclosure by such spouse or institution is prohibited.
16. **RETURN OF PROPERTY.** Employer directs and employee agrees that upon termination of an assignment with any Client, employee will deliver to the Client all keys, pass cards, identification cards, listings, policy and procedure manuals, inventions, records, data, plans, programs, magnetic tapes, card decks, letters, memos or other documents or materials of any nature that are in Employee's possession or control and that relate to the assignment or activities of the Client. Employee also agrees that upon termination of his/her employment with Employer for any reason, Employee will deliver to Employer all keys, pass cards, identification cards, corporate credit cards, listings, policy and procedure manuals, memos, letters or other documents or materials of any nature in Employee's possession or control that were given to Employee by Employer and that relate to Employee's employment with Employer.
17. **PROPRIETARY RIGHTS.** Employee shall disclose fully and promptly to Employer and to any client for which Employee has performed work the following; any and all inventions processes, innovations, discoveries, developments, designs, techniques, formulae, improvements, computer programs and other technical materials relating to the business of Employer or Employer's Client which Employee shall discover, conceive, make, generate or reduce to practice, alone or jointly with others, during his/her term of employment with Employer, and resulting from such employment, whether or not they are patentable or copyrightable. Employee hereby agrees to assign to such Client his/her rights

and interests in any inventions, processes, innovations, discoveries, and other similar materials, including copyrights to all copyrightable material and all patent rights to all patentable material unless specifically directed otherwise in writing by Employer. No rights shall be reserved to Employee. Employee agrees to execute and transfer at any time, upon Employer's request, any certification, affidavit or other document confirming the Client's ownership rights under this paragraph.

Upon request at any time during or after the term of this Agreement, and at the expense of Employer or its Client for whom the work in question was performed, Employee agrees to assist Client, including its attorneys, in applications for patents or copyrights relating to such inventions, processes and other materials named in this paragraph. Assistance in preparing and prosecuting such applications shall include assistance regarding litigation, and, upon Employer's or said Client's request, the execution of all patents and performance of all tasks that may reasonably be necessary to protect the rights of Clients and to vest in it or its assigns ownership of the inventions, applications, copyrights and patents herein contemplated. Where employee is performing the work for Employer and there is no identifiable Client, the term "Client" in this paragraph 17 shall mean "Employer".

18. **REPRESENTATIONS**. Employee warrants that all information provided by Employee (including, but not limited to resume, interview, and references) in consideration for employment by Employer or for assignment to a Client is true to the best of Employee's knowledge. Employee further warrants that he/she is not restricted by, and has no conflict of interest derived from any employment or other agreement or any other interest or obligation that would interfere with his/her performing work as directed under this Agreement for Employer or for any Client or potential Client of Employer, and that he/she shall inform Employer immediately should such a restriction or conflict arise. Employee understands that any misstatements or lack of candor by Employee concerning his/her qualifications or availability to any Client may be grounds for immediate discharge by Employer and may subject Employee to damages for any harm caused to Employer.
19. **RESIGNATION**. Employee may resign, with or without reason, as of a specified date that is at least **three weeks** after Employer receives written notice from Employee of his/her intention to resign as of the specified date, provided, however, that Employee agrees that he/she will not resign prior to the end date specified in the current task order that the Employee is working. In the event that Employee resigns without providing the required three weeks written notice, Employee shall be liable to Employer for damages of **\$200.00** per day for each week day during which notice was not given during the required three-week written notice period. Employee hereby authorizes Employer to deduct from the last paycheck due to Employee the amount of liquidated damages covered by this paragraph.
20. **REMEDIES OF BREACHES**. Employee agrees that money damages would be an inadequate remedy for any breach of paragraphs 8, 9, 15, or 17, regarding respectively, exclusivity, non-performance of services/non-recruitment, confidentiality and non-disclosure, return of property and proprietary rights, because damages for such breaches are not susceptible to exact measurement in dollars and that Employer would be irreparably harmed by any such breaches. This paragraph in no way limits the remedies Employer has at law or equity for breaches by Employee of any of the paragraphs mentioned in this paragraph or of any other provision of this Agreement.

21. **EFFECT OF AGREEMENT.** This Agreement shall inure to the benefit of and shall be binding on the parties hereto, the successors, assigns, heirs and personal representatives of Employer, and the heirs and personal representatives of Employee. Employee's rights, obligations and duties under this Agreement shall not be assigned by nor are they assignable by Employee. Termination of employment as provided in paragraphs 14 and 19 shall terminate this Agreement except that paragraphs 9, 15, 17 shall remain in effect for the periods specified in those paragraphs.
22. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Employee at his residence specified in the opening paragraph of this Agreement or to the Employer at its address specified in the opening paragraph of this Agreement. Notwithstanding the foregoing, delivery by hand shall be deemed sufficient for any notices between Employer and Employee.
23. **EMPLOYMENT AT-WILL.** Consistent with the provisions set forth herein, the parties acknowledge and agree that the employment relationship created by this Agreement is at-will. Any cause for discharge mentioned in this Agreement or in any document maintained by Employer (including but not limited to employment manuals or recruitment materials) shall not in any way limit Employer's right to discharge Employee, or in any way alter Employee's at-will status.
24. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties regarding the services to be performed on and after the effective date hereof. This Agreement supersedes and terminates all prior agreements between the parties regarding such services to be performed on or after the effective date hereof and the parties agree and understand that any such prior agreements regarding such services to be performed on or after the effective date hereof are hereby terminated. Any modification of this Agreement shall not be effective unless contained in writing expressly identifying it as a modification and signed by Employee and by an officer of Employer.
25. **SEVERABILITY.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.
26. **GOVERNING LAW.** The laws of Nebraska shall govern this Agreement. Any litigation in connection herewith shall be brought, consistent with law, in the state or federal courts of Nebraska and both parties hereby consent to such courts' exercise of personal jurisdiction over them.
27. **WAIVER.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced (in the case of Employer by an officer of Employer). The failure of any party at any time to insist on strict performance of any condition, promise, agreement or understanding contained in this Agreement shall not be constructed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement, or understanding at any future time.

28. **EXHIBITS.** To the extent that the terms and content of any exhibit(s) attached to this Agreement are contrary to or conflict with any terms of the foregoing provisions of this Agreement, such foregoing terms shall be controlling.
29. **MISCELLANEOUS.** Employee represents that he/she has read and understands the terms of this Agreement, has had an opportunity to ask questions and to review this Agreement with legal counsel of his/her choice, is not relying on any advice from Employer in this regard, and is voluntarily signing this Agreement.

Client/Server Software Solutions, Inc.

EMPLOYEE

By: \_\_\_\_\_  
Louise J. Osborne  
Director, Human Resources

By: \_\_\_\_\_  
Lawrence Carver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A - Wage Plan**

1. Employee shall be paid the rate of **\$120,000.00** per year annual salary and
2. The fixed weekly salary will be reduced Pro Rata (i.e., on the basis of 1/5 per day not worked (A) during initial and terminal weeks of employment; and (B) for unauthorized absences of a day or more. "Unauthorized Absences" means any full day which the employee was not ready, willing, and able to work because of personal reasons or because of sickness or disability (and for which payments are not made under any applicable sickness or disability (and for which payments are not made under any applicable sickness or disability benefit plan), but shall not include any days when the absence was caused by broker or client, when no work was available, or when employee's absence was caused by jury duty, attendance as a witness or temporary military leave.
3. Employee shall perform work in the corporate office as **V.P. of Business Development**.
4. Bonus Plan will be defined with in 30 days of employment.

**Client/Server Software Solutions, Inc.**

**EMPLOYEE**

By: \_\_\_\_\_  
**Louise J. Osborne**  
**Director, Human Resources**

By: \_\_\_\_\_  
**Lawrence Carver**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**EXHIBIT B - BENEFITS SUMMARY**

**HOLIDAYS**

The paid holidays are:  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
and 3 floating holiday

**SICK TIME**

5 days per year, pro-rata, after 90-day probationary period

**VACATION**

10 days per year, pro-rata  
Vacation time is based on the calendar year and accrual begins immediately and a maximum of 5 days may be carried over from one year to the next.

**TRAINING**

Up to \$2,000.00 per year is provided for approved training per company policy, after a six-month probationary period.

**IRA**

Employee may participate in the company IRA plan.

**SHORT TERM DISABILITY**

Short Term Disability is provided and is a company paid benefit.

**LONG TERM DISABILITY**

Long Term Disability is provided and is a company paid benefit.

**LIFE INSURANCE**

Life Insurance is provided with coverage equal to your annual salary (up to \$75,000), and is a company paid benefit.

**MEDICAL INSURANCE**

Employee may elect to participate in the group health insurance plan.

**DENTAL INSURANCE**

Employee may elect to participate in the group dental insurance plan.

CSSS.NET reserves the right to make appropriate and necessary changes to the benefits package and will notify personnel in a timely fashion.

**CSSS.NET**

**EMPLOYEE**

By: \_\_\_\_\_  
Louise J. Osborne  
Director, Human Resources

By: \_\_\_\_\_  
Lawrence Carver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT C - COMPUTER USE POLICY**

**A. PURPOSE:**

To establish policy concerning the use and safeguarding of CSSS.NET, Computer and Communications Systems and Networks, the dissemination of information, and guidance to ensure the use of electronic and telephone communications systems and equipment is consistent with CSSS.NET's business interests and policies. These policies ensure that CSSS.NET and all of its employees uses and treats both the corporate and client resources with the highest degree of integrity. Computer and communication networks are vulnerable to fraud and abuse and, therefore, require basic policies and expectations concerning legal and contractual obligations, acceptable computing practices, and ethical conduct.

**B. DISTRIBUTION, FREQUENCY:**

All Corporate and Division Manuals

**C. SCOPE:**

This procedure affects all personnel who use CSSS.NET or its clients or business partners' computer and communications equipment, systems and networks. All electronic and telephone communication systems and all communication and information transmitted by, received from, or stored in these systems are the property of CSSS.NET or it's clients or business partners and as such are to be used for job-related communications only. Throughout the balance of this document any reference to CSSS.NET shall also be taken to incorporate its clients or business partners in reference to this policy document.

1. End User Responsibility
2. World Wide Web Site (WWW/Internet) and Intranet use
3. Electronic Mail and General Policies
4. Policy Implementation

**D. DETAIL:**

**1. End User Responsibility.** All users of CSSS.NET computer and communications systems must:

- 1.1. Use only those computer and communications resources for which they have authorization. Employees are not permitted to use passwords, access a file, or retrieve any stored communication unless permission is given by an authorized CSSS.NET or its clients or business partner's representative. All passwords are the property of CSSS.NET or its clients or business partners.
- 1.2. Use computer and communications resources, accounts, and data only for their intended purpose.
- 1.3. Respect the rights and privacy of other systems users and not take advantage of their lack of attention to procedures or unfamiliarity with stated policy.
- 1.4. Not use computer and communications resources for personal use.
- 1.5. Not transmit inappropriate, vulgar, obscene, insulting, offensive, or any other voice or data communications to other people or business entities which would reflect unfavorably upon CSSS.NET or its clients or business partners, or constitute unlawful activity. Prohibited uses of electronic mail (e-mail) and telephone voice mail include but are not limited to,

soliciting outside business ventures, advertising for personal enterprises, or soliciting for non-company related purposes. This policy does not prohibit personal messages of a social nature which do not contain otherwise prohibited content.

- 1.6. Use only his or her own user identification and password to access computer or communications systems. If at any time, a user provides his or her user identification, etc., to another CSSS.NET or it's clients or business partners' employee to ensure completion of production activities, the owner of the user identification, etc., must ensure the identification/password is promptly changed.
- 1.7. Comply with copyright laws, and hardware and software license agreements. Report unauthorized use of resources, data files or access accounts to their supervisor.
- 1.8. Supervisors must notify their Division/Plant Managers whenever they receive a report of illegal or unauthorized use of computer or communications systems resources.
- 1.9. New employees must sign the accompanying form as a condition of employment with the original form filed in Headquarters Human Resources.

**2. World Wide Web Site (WWW/Internet) and Intranet use.** The CSSS.NET Headquarters Communications Department shall approve and manage the material content of the CSSS.NET' Internet site and all updates made to the site. The IS Technical Services Department shall manage and approve the hosting of all Internet/ Intranet sites. No CSSS.NET entity shall commit to an Internet or Intranet presence without the written concurrence of Corporate Management identified in this paragraph. All CSSS.NET business entities must comply with the following:

- 2.1 The CSSS.NET Web Site address is www.csss.net. This is CSSS.NET's only authorized site.
- 2.2 All subject matter must be reviewed and approved by the Headquarters Communications Department.
- 2.3 All content development of web site pages must be coordinated through the Communications Department to ensure consistency and to minimize costs.
- 2.4 All updates to web site content will be managed and approved by the Communications Department.
- 2.5 No contract shall be executed with any service provider, web site developer, or other Internet entity without the expressed written authorization of CSSS.NET senior management or Headquarters Communications Department as appropriate.
- 2.6 The WWW address may be included on all appropriate stationery, business cards, and other printed materials.
- 2.7 Individual CSSS.NET employees shall receive Internet e-mail accounts through CSSS.NET' web site as determined by local management in relation to his or her assigned responsibilities.

**3. Electronic Mail and General Policies.** Upon employment, each individual authorized to use computer and communications systems becomes responsible for

protecting the resources and data for which they have control over or access to. This includes protection of physical property and electronic data, regardless of how or where the data is collected or stored. The unauthorized use, modification, destruction of data, deletion of files or unauthorized use of other computer or communications resources is prohibited.

Knowingly accessing or sharing data files or e-mail messages without the owner's permission is prohibited.

Employees may not use company e-mail, electronic messaging systems or telephone mail to infringe the copyright or other intellectual property rights of third parties, to distribute defamatory, fraudulent or harassing messages, or otherwise engage in any illegal or wrongful conduct.

The use of CSSS.NET, time and property for personal advantage, gain, or profit is inconsistent, incompatible, and in conflict with the duties of officers and employees. The use of computer and communications systems, networks, equipment, programs, supplies, or data by CSSS.NET employees must be directly related to the employee's work assignment and solely for the benefit of CSSS.NET.

All proprietary software shall be purchased and used in accordance with licensing agreements. The installation of non-work related software on any CSSS.NET computer is prohibited. All software purchased by CSSS.NET shall remain the property of CSSS.NET.

The use of electronic mail services is a privilege and is to be restricted to legitimate business purposes for the benefit of CSSS.NET and no other entity. The privacy of e-mail messages cannot be assured, and employees should use e-mail resources accordingly. CSSS.NET will take appropriate action to prevent the illicit interception or alteration of e-mail messages; however, the complete reliability or privacy of e-mail traffic cannot be guaranteed.

Should any loss of, or damage to, computer or communications equipment, or data files occur, the effected employee is responsible for notifying his or her supervisor.

Management has a responsibility, and reserves the right, to monitor the use of CSSS.NET computer and communications systems and networks to ensure policies are being followed and resources are being used appropriately. Such monitoring may include accessing recorded messages and the printing and reading of data files by employees who are authorized to do so. CSSS.NET can and will monitor all computer usage, including email traffic, internet access as well as access to corporate files. This monitoring can and is automated and is traceable to an individual user.

Employees may not use company e-mail or electronic messaging systems to download software or data files unless they comply with established policies to check such software and data for computer viruses.

Telephone switchboard operators will not grant external access to anyone who is calling from an external source requesting that they be transferred to an external telephone number for any reason. There shall be no exceptions to this policy.

**5. Policy Implementation.** The following specific guidelines are delineated to ensure policies are appropriately implemented.

Computer and communications resources (including e-mail and FAX) are to be used for CSSS.NET business purposes only. The personal use of e-mail or Internet services is prohibited. Any personal use of these resources, which interferes with, adversely affects, incurs cost or violates government laws, rules, or company policy may be cause to initiate adverse action against violators.

The company may access or disclose private electronic or telephone messages or files of an employee with good cause, provided such access follows appropriate procedures designed to assure compliance with company policies. Good cause shall include the need to protect system security, fulfill company obligations, detect employee wrongdoing, comply with legal process, or protect the rights or property of the company. Applicable procedures shall include reviews by company senior site managers to assure employee privacy is not infringed without good cause.

Local Area Network (LAN) Administrators, or anyone with authorized computer system or communications systems access privileges, who, in the course of his or her normal duties inadvertently view e-mail or computer data files may not use this information other than as required in the conduct of assigned duties. The contents of e-mail, voice mail, or data files shall not be revealed except in cases involving the illegal or unauthorized use of CSSS.NET resources. In these instances, information will be reported to the senior site manager or officer as appropriate. The restrictions contained in this paragraph on revealing information do not apply to authorized monitoring as defined in 4.4 below.

Management reserves the right for valid business purposes, including employee supervision, to monitor telephone mail, read e-mail and data file transfers or other electronic files created by employees. All employees are informed of such monitoring at the time of hiring, and are required to consent to such monitoring as a condition of employment.

E-mail shall not be used to communicate official documentation or official notification of business activities unless authenticity is verified by an independent method. CSSS.NET shall not be legally represented or obligated using e-mail systems without a separate validation method such as a signed hard copy document. Whenever this process is used, the e-mail must include a statement of how legal representation or authorization will be communicated to the addressee.

CSSS.NET computer and communications systems shall not be used to send e-mail, phone mail, electronic files, or computer generated images or sound that have sexual connotations or images, harass, discriminate, or otherwise interfere with work activities. The provisions of CSSS.NET discrimination and harassment policies apply to all forms of electronic communications and these policies will be enforced.

A desktop computer is considered part of an employee's work area. A supervisor's access to the information stored on the computer or backup media should be treated in the same manner as access to the employee's desk and paper files.

Periodic audits of computer software and systems may be conducted by management or by personnel directed by management and authorized external auditors. Such audits may include viewing directories, e-mail, or data files on the network, a desktop computer, or backup media.

Possessing or attempting to obtain password breaking software, or a network protocol analyzer or similar device (including software) for capturing and reading electronic signals from a CSSS.NET computer network is prohibited, unless use of

this software or device is clearly within the scope of the individual's job assignment.

The installation of non-work related software on company computer systems is prohibited.

All file transfers will be scanned by virus detection software prior to using the file in a CSSS.NET computer. Files downloaded from the Internet or files received from all other sources will be scanned for viruses prior to providing the files to a customer or vendor.

All software purchased or developed by CSSS.NET will remain the property of CSSS.NET. When an employee terminates his or her employment, all software and manuals must be returned to the appropriate unit supervisor. All software provided to an employee for home or laptop use must be erased or destroyed and the original media and documentation returned to CSSS.NET.

Individual users are responsible for safeguarding computer files and accounts assigned to them. Users will not circumvent or attempt to circumvent normal network resource limits, log-on procedures, or security provisions.

No telephone switchboard operator shall transfer any call received from an external source to another external telephone connection. For example, a caller purports to be a technician from the phone company and wants the operator to ring 9-0-0 to allow them to test the line; an external caller calling the operator and requesting a transfer to an outside number is another example. The practice of transferring calls to external numbers places us at greater risk for fraud and abuse and is prohibited.

Any employee who is in violation of this policy is subject to corrective action up to and including termination of employment and prosecution under law if appropriate.

**COMMUNICATIONS SYSTEMS POLICY ACKNOWLEDGMENT**

I understand that all telephone and electronic communications systems and all information transmitted by, received from or stored in these systems is the property of CSSS.NET. I also understand that, although personal messages of a social nature which do not contain otherwise prohibited content are permitted, these systems are not to be used for soliciting outside business ventures, advertising for personal enterprises or soliciting for non-company related purposes, and that I have no expectation of privacy connected with the use of this equipment or with the transmission, receipt or storage of information in this equipment.

I agree never to use another person's password, access a file or retrieve any stored communication, unless authorized. I understand that CSSS.NET, may monitor my use of this equipment at any time at its discretion, with or without advance notification. Such monitoring may include the interception of telephone communication and printing and reading all E-mail entering, leaving or stored in these systems.

I have read the CSSS.NET Communications Systems Policy and the Information Security/Anti-Virus policy. I understand these policies and agree to abide by them. I agree to alert my supervisor or his/her supervisor whenever I suspect a security breach committed by any person.

**EMPLOYEE**

By:

\_\_\_\_\_  
Lawrence Carver

\_\_\_\_\_  
Date