



MASTER AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Customer Data**" means all electronic data or information submitted by Customer to the Service.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means the ordering documents for Customer's purchases from iContracts that are executed hereunder by the parties from time to time. Order Forms shall be deemed incorporated herein.

"**Service**" means the online, Web-based application provided by iContracts via <http://www.iContracts.com> and/or other designated websites operating on servers physically installed at the Customer's location, including associated offline components or software.

"**Support**" means product and technical support provided by phone, email, and remote access methods as specified in Exhibit A. Support does not include training.

"**Users**" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by iContracts at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

2. Service.

2.1 Provision of Service. iContracts shall make the Service available to Customer and its Users pursuant to this Agreement and all Order Forms during a subscription term. Customer agrees that its purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by iContracts with respect to future functionality or features.

2.2 Additional Users. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Unless otherwise specified in the relevant Order Form, the term of the additional User subscriptions shall be coterminous with the expiration of the subscription term in effect at the time the additional Users are added

3. Use of the Service.

3.1 iContracts Responsibilities. iContracts shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide basic support to Customer's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which iContracts shall attempt to give at least 8 hours notice via the Service and which iContracts shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. EST Monday); or (b) any unavailability caused by circumstances beyond iContracts' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving iContracts employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within iContracts' possession or reasonable control, and denial of service attacks.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement. Customer shall: (i) have



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sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify iContracts promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material that is harmful to children or violates third party privacy rights; (iv) send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) utilize more than contracted storage and data bandwidth in any given month. Excess usage will result in additional storage/communication fees.

3.4 Publicity. iContracts will not issue press releases identifying Customer as a user of iContracts' services without Customer's prior consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

4. Support

4.1 Technical Support. iContracts provides technical support as specified in Exhibit A to the Customer as it relates to the maintenance and repair of the Service for products operating on servers physically installed at the Customer's location or at an iContracts location.

4.2 Product Support. iContracts provides product support for Service components as specified in Exhibit A. This support is limited to the current Release of the Application plus the prior Release.

5. Fees & Payment.

5.1 User Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except

as otherwise specified herein or in an Order Form, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

5.2 Data Storage and Texting Fees. As part of this agreement Customer is entitled to 100GB of combined monthly bandwidth/storage. Additional monthly bandwidth/storage above the allocation specified in (i) and (ii) will be billed at \$10 for each 25GB/month. In addition, text messaging is available upon request, pricing is volume dependent.

5.3 Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, charges are due net 30 days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information on the Service.

5.4 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at iContracts' discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Customer will be obligated to reimburse iContracts for all costs and expenses that iContracts incurs (including reasonable attorneys fees and expenses) in connection with collecting amounts due under this Agreement or otherwise enforcing the obligations of Customer under this Agreement.

5.5 Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, iContracts reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

5.6 Taxes. Unless otherwise stated, iContracts' fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on iContracts' net income or property. If iContracts has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate



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amount shall be invoiced to and paid by Customer, unless Customer provides iContracts with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Proprietary Rights.

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, iContracts reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

6.3 Customer Data. As between iContracts and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under this Agreement. iContracts shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

6.4 Suggestions. iContracts shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

7. Confidentiality.

7.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any

information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

7.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

7.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. iContracts represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the online help documentation; (iii) the functionality of the Service will not be materially decreased during a subscription term; (iv) the Service will not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User-uploaded attachments or otherwise originating from Users).



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8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, iContracts MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Mutual Indemnification.

9.1 Indemnification by iContracts. Subject to this Agreement, iContracts shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Customer (a) promptly gives written notice of the Claim to iContracts; (b) gives iContracts sole control of the defense and settlement of the Claim (provided that iContracts may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to iContracts, at iContracts' cost, all reasonable assistance.

9.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold iContracts harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against iContracts by a third party alleging that the Customer Data, or Customer's use of the Service is in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that iContracts (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases iContracts of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

10. Limitation of Liability.

10.1 Limitation of Liability. IN NO EVENT SHALL ICONTRACTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER IN THE TWELVE

MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL ICONTRACTS' HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT ICONTRACTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions or services granted in accordance with this Agreement have expired or been terminated.

11.2 Term of User Subscriptions. User subscriptions and outsourced services commence on the start date specified in the relevant Order Form and continue for the term specified therein. User subscriptions and outsourced services shall automatically renew for additional periods of three (3) years at the list price in effect at the time of renewal plus increases as specified in the relevant Order Form unless either party gives the other notice of non-renewal at least 90 days prior to the end of the relevant subscription term.

11.3 Termination for Cause. A party may terminate this Agreement for cause: (1) upon 30 days written notice of a material breach, as defined below, to the other party if such material breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, iContracts shall refund Customer any prepaid fees covering the remainder of the subscription term after the date of termination. Upon any termination for cause by iContracts, all amounts due to iContracts shall immediately be paid by Customer, and, in addition thereto, iContracts shall also have the option to accelerate any amounts due under this Agreement and/or any Order Forms, thereby making any and all monies due to be paid by Customer to iContracts during the remainder of the subscription period immediately due and payable, at the option of, and in the sole discretion of, iContracts, without any further notice or demand to Customer, other than notice concerning a material breach discussed



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above. iContracts may also exercise all additional rights and remedies available to it under the Agreement and the law.

Each of the following shall constitute a material breach hereunder:

(a) Failure of the Customer to pay any amounts due to iContracts under this Agreement and/or any Order Forms at the time(s) same are due; (b) Any refusal/written admission by the Customer of their unwillingness/inability to pay monies owed to iContracts during the remainder of the subscription term; or (c) Wrongful failure of either party to perform its obligations under the Agreement, subject to notice and an opportunity to cure, as set forth above.

11.4 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to iContracts prior to the effective date of termination.

11.5 Return of Customer Data. Upon request by Customer made within 30 days after the effective date of termination, iContracts will make available to Customer for download a file of Customer Data and will charge Customer no more than the published price of services at the time multiplied by the hours of effort actually expended. After such 30-day period, iContracts shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

11.6 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 5 through 12.

12. General Provisions.

12.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to iContracts shall be addressed to the attention of its Chief Operating Officer, with a copy to its General

Counsel. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated below.

12.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of New Jersey, without regard to its conflicts of laws rules.

12.8 Venue; Waiver of Jury Trial. The state and federal courts located in New Jersey shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.9 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of



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this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form

shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.



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Exhibit A – Support Services

iContracts agrees to provide technical and product support via email, telephone, and remote access during the following hours for subscription Products.

Normal Business Hours are 9:00am - 5:00pm Eastern Standard Time.

The email address for support is support@icontracts.com. A number for telephone support will be assigned to the Customer.

Support will be provided in the English language.

Problem Escalation Procedures

- (a) Error Classification: Any instance of failure of the Program Product(s) to be operative.
 - (i) An Error is a Class 1 Error if it renders continued use of the Program Product(s) commercially infeasible after consultation with iContracts.
 - (ii) An Error is a Class 2 Error if it makes continued use of the Program Product(s) seriously inconvenient and substantially reduces its value to the Customer, even after consultation with iContracts.
 - (iii) All other Errors are Class 3 Errors, in particular, all documentation shortcomings and deviations that are not defined as Class 1 and Class 2 Errors shall be deemed Class 3 Errors.
- (b) Error Correction: After Customer reports a suspected Error, iContracts shall provide a fix ("Correction") or work around as soon as possible. Customer shall consult with iContracts to determine the severity of the Error. If iContracts has not diagnosed and corrected a Class 1 or Class 2 Error within one business day of Customer's initial telephone call, and Customer wishes to obtain a Correction, Customer shall submit to iContracts a listing of output and such other data as iContracts reasonably may request in order to reproduce similar operating conditions. Customer also shall notify iContracts in writing whether the Error is a Class 1 Error or a Class 2 Error. For purpose of this agreement iContracts does hereby acknowledge that such listing of output and other data supplied by Customer to iContracts shall be deemed Customer Confidential information.

For Class 1 Errors, iContracts shall take all commercially reasonable steps to supply a work around within two business days after receipt of output or other documentation of the Error. These steps shall include, if required, assigning fully-qualified technicians to work with Customer until iContracts provides a reasonable work around or Customer determines in its reasonable judgment after consultation with iContracts that a work around or Correction cannot be produced by such technicians.

For Class 2 Errors, iContracts shall take reasonable steps to provide a work around within five business days after receipt of output or other documentation of the Error. These steps shall include assigning fully qualified technicians to work with Customer during Customer's regular business hours until iContracts provides a reasonable work around or Customer determines after consultation with iContracts that such a work around or Correction cannot be produced by iContracts.

For Class 3 Errors, iContracts shall correct the Error by modifying Program Product(s) documentation no later than the next Update, unless iContracts has scheduled release of such Update less than 30 days after Customer's notice, in which case iContracts shall correct the Error in the following Update.

The cost of repairing or providing work arounds to any class of error will be borne by iContracts, unless such error is found to have been caused by an act of commission or omission of the Customer, in which case Customer will be billed at the iContracts then current hourly rate.



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Exhibit A – Support Services

iContracts and Customer agree to abide by the terms of any pre-existing software licenses for supported product or other software products required to operate (e.g. RDBMS, Microsoft Windows, etc.) the system.

Remote Access Procedures

Customer agrees to provide iContracts with remote access to Service if Service is hosted on Customer servers at Customer location via remote access technologies including but not limited to VPN, Remote Desktop, WebEx, VNC, and Firewall, if iContracts determines that such access is necessary to diagnose or resolve a reported Error.

Infrastructure Support Procedures

Customer agrees to obtain technical support, product support, upgrades, or maintenance releases from a third party supplier for infrastructure required by Service but not developed or supplied by iContracts, including but not limited to Microsoft Windows, Microsoft Office, printer devices, printer drivers, and Internet, if iContracts determines that such service is necessary to diagnose or resolve a reported Error.

Customer agrees to provide alternative hardware and/or software products for infrastructure required by Service but not developed or supplied by iContracts including but not limited to server devices, printer devices, printer drivers, display devices, network devices, and Internet, if iContracts determines that such hardware and/or software is necessary to diagnose or resolve a reported Error.