MANAGED HOSTING SERVICES AGREEMENT
StockOpter.com

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Thank you for selecting the StockOpter.com Managed Hosting Service from Net Worth Strategies, Inc. ("Licensor"). Please read the License Agreement Definitions, then review the License Terms that form the basis of the StockOpter.com Managed Hosting Services Agreement ("The Agreement"). Unless you or your company has executed an enterprise agreement with Net Worth Strategies, Inc., the terms of which expressly prevail over the terms of The Agreement, you will commence the term of The Agreement, establish its Effective Date and indicate Your willingness to accept The Agreement and be bound by the terms listed below by clicking the Accept Terms button at the end of The Agreement.

Please Note: THE AGREEMENT IS A CONDITIONAL OFFER TO USE THE NET WORTH STRATEGIES STOCKOPTER.COM MANAGED HOSTING SERVICE. IF YOU DO NOT AGREE WITH EACH AND EVERY TERM OF THE AGREEMENT, NET WORTH STRATEGIES IS UNWILLING TO LICENSE ITS STOCKOPTER.COM MANAGED HOSTING SERVICE TO YOU AND YOU MAY NOT USE THE STOCKOPTER.COM MANAGED HOSTING SERVICE FOR ANY REASON. IN THAT CASE, NET WORTH STRATEGIES WILL NOT PROVIDE YOU WITH ACCESS TO THE STOCKOPTER.COM MANAGED HOSTING SERVICE.

RECITALS

A.   Licensor has developed certain software that assists individuals who receive equity compensation and their advisors to understand the value of their equity interests and to provide analytical tools for helping them make decisions with respect to such interests. Access to Licensor's software is provided by Licensor through a hosted service (the "Service").

B.   "Licensee" wishes to License from Licensor, and Licensor wishes to provide to Licensee, the use of Licensed Software (as defined below) through the Service.

AGREEMENT

In consideration of the promises, covenants, representations and warranties below, the parties agree as follows:

1.   Definitions.

Defined terms not set forth below have the meanings set forth where first defined in the body of The Agreement.   As used in The Agreement, the following terms shall have the following meanings:

1.1 "Effective Date" means the first day of The Agreement term and the date on which Licensee agrees to be bound by The Agreement. Unless otherwise indicated in writing, the Effective Date is the date Licensee first accepts the terms of The Agreement.

1.2 "Hosting Facility" means the facility and equipment used to host the Licensed Software and through which the Services are provided.

1.3 "Licensed Software" means the analytical software tools made available to Licensee through the StockOpter.com™ Managed Hosting Service.

1.4 "Licensee Data" means all Licensee content, data and other information provided by Licensee and stored, accessed or managed using the Licensed Software.

1.5 "Licensee Affiliate" means an entity with which the Licensee has a formal affiliation agreement to pursue activities related to the Licensee's services to their customers who receive equity compensation, and who will be deemed part of Licensee for purposes of The Agreement, including billing, payment and Participant Subscription administration by Licensee.

1.6 "Participant" means a unique individual who receives equity compensation and is being served by Licensee.

1.7 "Participant Subscription" means the client case token that is deducted by the Licensor from the Licensee's account balance for a Participant commencing the date the record is created and ending after one year. The system will automatically renew active Participants for the same period that have the "Automatic Renewal" box checked at approximately 8pm Pacific Time on the renewal/expiration date. The renewal amount is deducted from the account balance at that time. Renewals are managed using the Active Participants function under the My Account menu. Unless previously approved, renewals will not be processed if it causes the account balance to go negative.

1.8 "Usage Data" means all data and information in the nature of system administrative data, statistical and demographic data, and operational information and data generated by or characterizing the use of the Licensed Software and Licensor Services.

1.9 "Confidential Information" means any and all technical and non-technical information, including trade secrets, know-how and proprietary information, designs, schematics, techniques, plans or any other information relating to any research project, work in process, future development, marketing or business plans or financial or personnel matters relating to either to The Agreement (each a "Party") or its present or future products, sales, suppliers, customers, employees, investors or affiliates and disclosed or otherwise supplied in confidence by the Party who disclosed the information ("Disclosing Party") to the other Party ("Receiving Party"), or acquired in the course of carrying out the tasks hereunder or as a result of access to the premises of a Party (including in the context of a request for information or request for proposal, or related to discussions between the Parties in anticipation of potential business arrangements). Confidential Information includes, without limitation, information of a

confidential or proprietary nature in whatever form disclosed which relates to the disclosing party's business including without limitation financial and technical materials, strategic plans, software are related documentation, and other information and data, or which although not directly related to the relationship, is nevertheless disclosed as a result of or in connection with the parties' discussions of the relationship, and which: (i) has been marked as confidential or proprietary; (ii) is identified as confidential at the time of disclosure either orally or in writing; or (iii) due to its character and nature, a reasonable person under like circumstances would understand to be confidential. "Confidential Information" also includes "Personal Information", which includes all information relating to and identified with Licensee's customers and prospective customers, including, but not limited to, their names, addresses, telephone numbers, fax numbers, e-mail addresses, Social Security numbers, driver's license numbers, state-issued identification card numbers, financial account numbers, credit or debit card numbers, personal identification numbers or passwords that would permit access to a financial account, applications, account balances, account histories, payment histories, credit histories, employment histories, loan balances, and insurance coverage, and all other (a) non-public personal information, as that term is defined in the Federal Financial Privacy Law, 15 U.S.C. § 6801, et seq., and the regulations promulgated pursuant thereto, and (b) personal information, as that term is defined in Massachusetts General Laws chapter 93H and the regulations promulgated pursuant thereto .

1.10 **"Customer Information"** means any and all information or data, that is submitted by, through or on behalf of Licensee or any Licensee Affiliate to the Service, or is otherwise acquired by Licensor or Licensor Personnel in the course of performing under The Agreement, about or relating to any: (i) current, prospective or former customer (whether an individual, business entity, governmental unit, or otherwise) of Licensee or any Licensee Affiliate, (ii) nonpublic personal information of Licensor or any Licensee Affiliate regarding its customers (within the meaning of Title V of the Gramm-Leach-Bliley Act and its implementing regulations, or any similar provision under any other applicable law), (iii) any information subject to Section 628 of the Fair Credit Reporting Act and any regulations or guidelines adopted thereunder (or any similar provision under any other applicable law), or (iv) any customer or consumer's Personal Information. Customer Information includes, but is not limited to, equity compensation grant information and other personal financial information entered into the Service. For purposes of The Agreement, any information provided directly by a Licensee customer to Licensor shall not be considered to be Customer Information for purposes of The Agreement.

1.11 "Intellectual Property Rights" mean all patents (including without limitation originals, divisionals, continuations, continuations-in-part, extensions, foreign applications, utility models and re-issues), patent applications, copyrights (including all registrations and applications therefore), trade secrets, service marks, trademarks, trademark applications and other proprietary and intellectual property rights, including without limitation moral rights.

1.12 "Standard Technical Support" means assistance in resolving technical problems related directly to use of the Licensed Software and does not include instruction on use of the software application.

1.13   "Personnel" includes employees and independent contractors who have executed a confidentiality agreement or work services agreement consistent with the terms and conditions of The Agreement.

1.14   "Licensee" or "You" (and variations such as "Your") means the individual or business entity licensed under The Agreement.

1.15   "Service Selection" shall mean the page displayed at the time a Participant is added, activated or imported. It will display the number of available participant cases, confirm the service and deduct cases from the account balance.

2.   Hosting Services and Use of Licensed Software.

2.1   Licensor agrees to provide to Licensee the Service on the terms and conditions set forth herein. As part of the Service, Licensor will license use of the Licensed Software to Licensee.   Specifically, Licensor grants Licensee unlimited use of the Licensed Software by Licensee staff, Licensee's contractors assisting Licensee with customer accounts, and Licensee customers authorized and provided access by Licensee. Under The Agreement, Licensee may not make the Licensed Software available to any other institutions or other third parties except as provided above to contractors and customers.

2.2   Licensee acknowledges that the Licensed Software includes trade secrets and Confidential Information of Licensor and its licensors. Licensee shall take reasonable steps to prevent disclosure of the features and functions of the Licensed Software to unauthorized third parties.

2.3   All right, title and interest in the Licensed Software shall remain in Licensor and its licensors. Licensee may not access the Licensed Software object code or source code without Licensor's prior written consent and Licensee may not duplicate, modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based upon the Licensed Software.

2.4   Licensee may not assign its rights under The Agreement to a third party.

2.5   Licensor may, with seven (7) days written notice to Licensee, suspend availability of or use of all or any portion of the Licensed Software at any time if Licensor should reasonably determine that Licensee is in material breach of sections 2.1 or 2.2 of The Agreement.

3.   Maintenance and Support.

3.1   Licensor will be responsible for maintaining the Licensed Software and making it accessible to Licensee on the terms and conditions set forth in The Agreement.

3.2   During the term of The Agreement, Licensor shall provide "Standard Technical Support" for Licensee's "Maintenance Services Coordinator" and an alternate as defined in section 4.3 for the Licensed Software between the hours of 7:30 am and 5:00 pm,

Pacific Time, Monday through Friday, excluding federal holidays. Any requests for support must be made as specified in Sections 4.2 and 4.3.

3.3   During the term of The Agreement, Licensor shall make commercially reasonable efforts to either correct or provide a suitable workaround for any error in the Licensed Software which comes to Licensor's attention, can be readily replicated, and which materially impairs use. For the purposes of The Agreement, an error is a failure of the Service or Licensed Software to perform as set forth in The Agreement or in any user documentation provided to Licensee. Licensee shall notify Licensor of any errors it finds in accordance with Licensor's then current reporting procedures and Licensor has the right to confirm the error before initiating a fix by replicating it or confirming it through other troubleshooting procedures. If the error is material to the operation of the Licensed Software and Licensor is unable to fix the error after making commercially reasonable efforts as set forth herein, then Licensor has the right to terminate The Agreement.

3.4   Licensor may undertake scheduled maintenance of the Service or the Licensed Software during time periods designated by Licensor. Licensor will provide Licensee with no less than 48 hours prior electronic mail or other notice of any scheduled maintenance that is likely to make the Licensed Software inaccessible or unusable during normal business hours (7:30am-5:00pm Pacific Time).

3.5   Licensee hereby grants Licensor access to the Licensee Data solely to the extent required to solve technical support problems, to perform maintenance services, and for analysis of Usage Data embedded in the Licensee Data in a manner that does not disclose the identification of Licensee or Licensee's clients. Licensor will protect Licensee Data and all included Customer Information as set forth herein and Licensor will not use (other than as described above) or disclose any Licensee Data or Customer Information without the express written permission of Licensee.

3.6   Licensor may subcontract to a third party or parties any and all tasks or services to be provided under The Agreement and that Licensor may sublicense to such third party or parties the rights licensed to Licensor pursuant to Section 3.5 for the sole purpose of enabling such parties to host, support, deliver, enhance or maintain the Hosting Facility and the Licensed Software. In the event Licensor subcontracts for the delivery of any such services, Licensor shall remain responsible to Licensee in accordance with the terms of The Agreement and impose restrictions and obligations on any such third party comparable to the restrictions and obligations imposed on Licensor hereunder.

4.   Licensee Responsibility.

4.1   Licensee agrees to report suggestions for improving the service and any bugs encountered during use of the Licensed Software.

4.2   Licensee shall provide Licensor with such information as may be reasonably requested by Licensor to enable Licensor to duplicate any failure of the Licensed Software to function in accordance with Licensor's specifications therefore.

4.3   Licensee shall provide Licensor with the names, telephone numbers and email addresses of Licensee's "Maintenance Services Coordinator" and an alternate authorized to receive communications related to the Licensed Software. Licensor shall communicate only with these authorized individuals for discussions of a technical nature. Licensee shall immediately notify Licensor of any change in the name, telephone number or email address of the Maintenance Services Coordinator or alternate.

4.4   In utilizing the Licensed Software, Licensee shall at all times comply with Licensor's then-current policies on prohibited practices (the Licensor Prohibited Uses Policy), attached as Exhibit A.

4.5   Licensee agrees that each Participant Subscription is for a unique individual and that individual's record will not in anyway be utilized to serve another individual.

4.6   As between Licensor and Licensee, Licensee agrees that it is solely responsible for and assumes all its own liability relating to:

4.6.1   The substance of Licensee Data;

4.6.2   Decisions about Licensee's own computer, software and communications systems used or needed to use the Licensed Software;

4.6.3   All results obtained from using the Licensed Software in conformance with its operating instructions and user documentation;

4.6.5   Compliance with all applicable laws and governmental regulations regarding use of the Licensed Software;

4.6.6   Creating and maintaining password security for persons who are permitted to use the Licensed Software; and

4.6.7   Imposing Licensee's policies on all permitted users to ensure that their use of the Licensed Software will not violate laws or governmental regulations, infringe on the rights of others, or violate the terms of The Agreement.

5.   Compensation

5.1   Licensee shall pre-purchase Participant Subscriptions (i.e. case tokens) as defined in Section 1.7. These are added to the account balance and deducted from it on the "Service Selection" page at the time a new Participant Subscription is added, activated or renewed. The current fees for participant case tokens can be found by logging-on to the application or on the website: https://www.stockopter.com/stockopter-products/stockopter-com-for-advisors/

5.2   Participant Subscriptions as described in 5.1 are deducted from the account balance. Unless previously approved by Licensor, Licensee will not be able to add, activate or import Participants until the account balance has a sufficient number of unused case tokens.

6.   Term and Termination.

6.1   The term of The Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of The Agreement.

6.2   The provisions contained in The Agreement that by their sense and context are intended to survive the termination or expiration of The Agreement shall survive such termination or expiration. Notwithstanding the foregoing, Section 2.1 shall not survive termination or expiration of The Agreement.

6.3   Licensor may suspend account access or terminate the account for nonpayment of the fees described in Section 5.

6.4   The Licensee may terminate their account by contacting Licensor at stockopter@networthstrategies.com. Any current Participant Subscriptions will be canceled and the outstanding account balance will be forfeited at that time.

7.   Warranties and Disclaimers.

7.1   Licensor warrants that the Licensed Software will meet the specifications set forth in Licensor's software documentation provided to Licensee.

7.2   Licensor warrants that the maintenance and support services provided by Licensor pursuant to Section 3 of The Agreement will be of professional quality.

7.3.   Licensor warrants that it owns, and/or otherwise has the legal right to provide to Licensee the use of the Licensed Software and the Service as described herein. Licensor agrees to indemnify, defend and hold Licensee harmless for all expenses, losses, damages or liabilities (including reasonable attorney fees) arising out of or relating to any third party claims, demands, or suits that claim the Service or Licensed Software violates or infringes any third party's patent, copyright, or trademark rights valid in the United States.

7.3.   Licensor warrants it is a [entity type] validly existing and in active status under the laws of the State of [entity state]. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under The Agreement. The execution, delivery and performance of The Agreement and any Statement of Work by Licensor has been duly authorized by Licensor and this Agreement and any Statement of Work are enforceable in accordance with their terms against Licensor. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Licensor that has not

already been or will be obtained by Licensor in order for Licensor to enter into and perform its obligation under The Agreement and any Statement of Work.

7.4   THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT ARE HEREBY DISCLAIMED. EXCEPT AS SET FORTH IN THIS SECTION 7, THE ENTIRE RISK ASSOCIATED WITH USE OF THE LICENSED SOFTWARE IS ASSUMED BY LICENSEE. LICENSOR DOES NOT GUARANTEE THAT THE LICENSED SOFTWARE WILL ENABLE LICENSEE TO OBTAIN ANY SPECIFIC RESULTS FROM ITS USE.

7.5   The agents, employees, distributors and dealers of Licensor are not authorized to make modifications to this warranty or to make additional warranties binding on Licensor. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by Licensor and should not be relied upon by Licensee.

7.6   Licensee acknowledges that as with all complex planning activities, there are limitations that should be seriously considered, some of which are listed below. In all events, Licensor disclaims responsibility, without limitation, for any and all consequences of the following items:

i.   The projections made by the Licensed Software are based upon assumptions that the user enters into the Licensed Software. In all likelihood there will be differences between the projected and actual results, as events and circumstances frequently do not occur as projected and those events and circumstances may be material.

ii.   There may be material factors that are part of the models or for which simplified estimates are given. By way of example and not by limitation, the estimated income tax results do not automatically take into consideration such factors as tax brackets, alternative minimum tax, state income tax brackets, passive activity losses, recapture of depreciation, net operating loss carry-forward, selected alternative minimum tax preference items and the like. Due to the particular tax circumstances of the user, the tax computations made by the Licensed Software may be substantially incorrect in many circumstances.

iii.   As with all software programs, there are likely to be bugs and limitations in the Licensed Software that could produce erroneous projections and output.   All such deficiencies brought to the attention of Licensor will be handled through its support policies. Licensee should consider this Service as a tool for estimating the value of an individual's equity interests given certain parameters and not a prediction of the precise value, tax consequences or other results or a particular account or portfolio.

8.   Limitation of Liability.

8.1   IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER (OTHER THAN A LIABILITY ARISING OUT OF SECTIONS 7.3, 8.2, 11.1 or 13) EXCEED

THE AMOUNTS PAID BY LICENSEE TO LICENSOR FOR THE SERVICE FOR THE THEN-CURRENT TERM. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER TORT, CONTRIBUTION OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

        8.2   If a third party infringement claim is asserted in relation to the Service or Licensed Software, or if Licensor believes such a claim is likely to be asserted, Licensor may at its option and expense either: (a) replace or modify the Licensed Software or alter the Service so that it becomes non-infringing; or (b) procure for Licensee the right to continue using the Licensed Software and Service. If neither of the foregoing alternatives is reasonably available, Licensor may terminate availability of the Service and Licensed Software and, in such event, Licensor shall refund to Licensee a proportional amount of the fees paid therefore.

9.   Proprietary Rights Ownership.

        9.1   Licensee shall retain ownership of all of its right, title and interest to the Licensee Data and shall retain ownership of all other inventions, processes, original works of authorship, know-how, trade secrets, and any intellectual property rights in any of the foregoing which are developed or acquired by Licensee. Licensor and its licensors, as the case may be, shall retain ownership of all right, title and interest to the Licensed Software including any versions of the software developed and paid for by Licensee and shall retain ownership of all other inventions, processes, original works of authorship, know-how, trade secrets, and any intellectual property rights in any of the foregoing which are developed or acquired by Licensor. Licensor shall have the right to use any ideas, concepts or suggestions for enhancing the software that are provided by Licensee and shall have full proprietary rights to any enhancements so developed.

        9.2   All Usage Data is owned exclusively by Licensor. Licensor may make any legal use of such Usage Data without notifying Licensee or sharing such data with Licensee. Specifically, Licensor may publish and share Usage Data with others in aggregate or statistical form to promote the Licensed Software and services of Licensor and for evaluating the efficiency, utility and functionality of the Licensed Software and Licensor services. Licensor, however, agrees that no Usage Data will be disclosed to others in any way that would identify the Licensee, its Personnel, or authorized customers or disclose any Licensee Data, unless approved by Licensee in writing or unless such Usage Data is provided to a third party who is under agreement with Licensor to protect and limit the use of such Usage Data as provided in The Agreement; provided, however, that Licensor may release Usage Data tied to personal data or that would identify Licensee, its Personnel or authorized customers, under standard confidentiality safeguards, if requested through a legal proceeding or if needed in any legal action to support or defend a claim in which Licensor is involved.

10.   General.

10.1   Unless you or your company has executed an enterprise agreement with Net Worth Strategies, Inc., the terms of which expressly prevail over the terms of The Agreement, The Agreement, including any attached exhibit, schedule, or supplement, contains the entire agreement between the parties with respect to the subject matter hereof. No modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

10.2   No waiver by either party of any of its rights under The Agreement shall be deemed to be a waiver of any other right under The Agreement.

10.3   If any provision, term, condition, covenant, restriction or other portion of The Agreement shall be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the remaining portions shall remain in force and effect.

10.4   A party to The Agreement ("Affected Party") shall not be liable to the other party for default or delay in the performance of any of the Affected Party's obligations hereunder (except for the obligation to pay money) due to act of God, accident, fire, flood, storm, riot, war, terrorism, sabotage, explosion, national defense requirement, governmental law, ordinance, rule or regulation, or any contingency beyond the reasonable control of the Affected Party that would make performance commercially impracticable.

10.5   Nothing contained herein shall create any partnership, joint venture, employment, agency or fiduciary relationship between the parties.

10.6   If any provision of The Agreement, except for a provision relating to the payment of money, is held void by a final judgment or decree of any court, commission or other judicial or quasi-judicial body of competent jurisdiction, The Agreement shall remain in force and effect in all other respects as if such provision had not been included in The Agreement. If a provision relating to the payment of money is held void by a final judgment or decree of any court, commission or other judicial or quasi-judicial body of competent jurisdiction, The Agreement may be terminated immediately by Licensor upon giving written notice to Licensee.

10.7   Nothing in The Agreement shall be construed, interpreted or asserted against any party on the basis that all or part of The Agreement was written or proposed by that party.

10.8   Captions are inserted for convenience of reference only and shall not affect the construction and interpretation of The Agreement.

10.9   Any notice or report hereunder shall be deemed given if delivered or sent by first class mail, return receipt requested, or email, at such address as designated by the party by written notice, or by confirmed courier or by facsimile with a confirmation report showing successful delivery. If notice is given by mail and the notice affects other parties' rights hereunder, the effective date of the notice shall be seven (7) days after the date of mailing or the date the notice is received, whichever is earlier. If the notice is given by email, and the notice affects other parties' rights hereunder, the effective date of the notice shall be one (1) day after the date of sending or the date the notice is received, whichever is earlier.

11. <u>Indemnification Obligations</u>.

11.1 Licensor shall indemnify and defend Licensee and its directors, officers, agents and employees against losses, Claims, damages, liabilities and expenses (including reasonable attorney fees) brought by a third party, that arise from (i) Licensor's fraudulent conduct, gross negligence, reckless or willful misconduct, or failure to comply with applicable law or (ii) the performance by Licensor of any of its obligations under The Agreement. However, Licensor assumes no responsibility for the accuracy of any option grant data or the underlying assumptions data entered into the Service by Licensee or authorized customers of Licensee.

11.2 The indemnifying party shall conduct the defense of any such Claim or action, consistent with its rights hereunder, and consult with the indemnified party on all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing; provided, however, that the indemnified party may participate in such defense or settlement negotiations and pay its own costs associated therewith. The indemnifying party shall not settle any such Claim without the indemnified party's prior written consent, which consent shall not be unreasonably withheld.

11.3 Licensee will indemnify and hold Licensor harmless from and against any and all expenses, losses, damages or liabilities (including reasonable attorney fees) arising out of or relating to any third party claims, demands, or suits arising from or relating to Licensee Data, the presentation of output from the Licensed Software whether printed or from interactive displays, or Licensee's use or inability to use the Licensed Software.

12. <u>Governing Law and Arbitration</u>.

12.1 The Agreement will be construed as having been made in, and will be governed in accordance with the laws of, the State of New York, excluding any applicable conflict of laws provisions.

13. <u>Confidentiality</u>.

13.1 It is the intent of the parties that Licensor shall not have access to any Customer Information entered into the Service by Licensee unless necessary for maintenance, troubleshooting, administration of the Service, and for statistical analysis provided that no information included in the analysis could identify the Licensee, the Licensees customers, or employees of the Licensees customers. To the extent that any Confidential Information is communicated from one party to the other or that any Customer Information is communicated from Licensee to Licensor the provisions that follow shall apply. To the extent that the Licensor receives or has access to Personal Information, Licensor shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal

Information under its control or in its possession by its employees, contractors, agents, and auditors who have a need to know or otherwise access Personal Information to enable Licensor to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement ("Authorized Persons"). Licensor shall be responsible for, and remain liable to, Licensee for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information. In recognition of the foregoing, Licensor agrees and covenants that it shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Licensor's own purposes or for the benefit of anyone other than Licensee, in each case, without Licensee's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Persons without express written consent from Licensee. Licensor represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information does and will comply with all applicable federal and state, and privacy and data protection laws, as well as all other applicable regulations and directives.

13.2   During the course of The Agreement, either Party, its employees, subcontractors, officers or agents may receive or have access to Confidential Information of the other Party. In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under The Agreement. The Receiving Party agrees to limit access to Confidential Information to those employees, officers, subcontractors and agents with a need to know such Confidential Information for the performance of obligations under The Agreement. The Receiving Party agrees and acknowledges that any and all Disclosing Party's Confidential Information, and the results derived in any way from such Disclosing Party's Confidential Information, will at all times remain the sole and exclusive property of the Disclosing Party, and that the Receiving Party will have no rights therein.

13.3   As to Customer Information, Licensor acknowledges that Licensee has a responsibility to its customers and the customers of the Licensee Affiliates to keep Customer Information strictly confidential and proprietary. In the event Licensor is required to handle or review any Customer Information, Licensor shall provide Customer Information to Licensor's Personnel only after informing such Personnel of the confidential nature of the information and of their obligation to maintain the confidential nature of the Confidential Information. Licensor covenants that it has and will maintain agreements with Licensor Personnel sufficient to permit Licensor to protect Licensee's Customer Information as set forth in this Section 13.

13.4   Promptly following the written request of the disclosing party, the receiving party will destroy and certify in writing the destruction of (and/or cause its agents, representatives, subcontractors and vendors, as applicable, to destroy or certify the destruction of) all documents or other materials constituting Confidential Information, together with all copies thereof in the possession of the receiving party, constituting Confidential Information,. Notwithstanding the foregoing, (a) the receiving party may retain, solely for archival, audit, regulatory examination, and/or disaster recovery purposes, one copy of all Confidential Information as well as documents, memoranda, notes and other writings prepared based on the Confidential Information, provided that any Confidential Information that is so retained will be subject to the confidentiality requirements of this Agreement and destruction in due course pursuant to the receiving party's records retention policy, and (b) latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return or destruction of Confidential Information as set forth by this paragraph.

13.5   Licensor shall implement administrative, physical and technical safeguards to protect Confidential Information and shall ensure that all such safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. At a minimum, Licensor's safeguards for the protection of Confidential Information shall include: (i) limiting access of Confidential Information to employees, contractors, agents, and auditors who have a need to know or otherwise access Confidential Information to enable Licensor to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Confidential Information stored on any mobile media; (vii) encrypting Confidential Information transmitted over public or wireless networks; (viii) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (ix) providing appropriate privacy and information security training to Licensor's employees.

13.6   Licensor acknowledges that privacy laws include certain security breach notification statutes and/or regulations obligating owners and licensees of non-public personal information of individuals to provide statutory notice of unauthorized access to or use of such information (the "Security Breach Laws"). If Licensor becomes aware of any act or omission that materially compromises the security, confidentiality or integrity of Confidential Information held by Licensor or any of its vendors or the physical, technical, administrative or organizational safeguards put in place by Licensor or an of its vendors that relate to the protection of the security, confidentiality or integrity of Confidential Information (a "Security Event"), Licensor

shall (i) notify Licensee as soon as practicable, but no later than twenty-four (24) hours after Licensor becomes aware of such Security Event; (ii) as quickly as possible, secure the affected systems to prevent further or continuing Security Events; (iii) promptly investigate such Security Event, perform a root cause analysis, provide the results of such analysis to Licensee, and notify Licensee of any material change that is made with respect to the organizational or technical measures taken to protect Licensee's Confidential Information; and (iv) remediate the effects of such Security Event on Licensee's Confidential Information and provide Licensee with such assurances as Licensee shall request that such Security Event will not reoccur.

Licensor shall fully cooperate with Licensee to enable Licensee to carry out its obligations under Security Breach Laws. Such cooperation may include cooperation with law enforcement and regulatory authorities. At all times Licensee will have the sole and exclusive right to issue any notices required under any Security Breach Laws relative to its own data and its customers' own information. If Licensor is required by any Security Breach Law to give any notice to any Person other than Licensee, Licensor will cooperate with Licensee in developing and delivering such notice, and Licensee will have the final right of approval over the content of any such notice. Licensor shall bear all costs related to any Security Event involving Confidential Information, that is directly caused by Licensor's Security Event, but not where such Security Event is directly caused by the actions of Licensee, Licensee personnel, an authorized agent of Licensee, in violation of Licensee express obligations under this Agreement, or by Licensee's own data security, access, and usage rules and policies.

Licensee and/or its representative(s) shall have the right to audit and examine at Licensee's expense the records, supporting documentation, and data security procedures in place or in the possession or control of Licensor that relate solely to the protection of Confidential Information. Such audits shall occur no more than once per calendar year, upon thirty (30) days prior written notice during regular business hours with minimal disruption to Licensor's business.

13.7   Upon Licensee's written request and at Licensee's expense, Licensor shall permit Licensee or, upon Licensee's election, a third party on Licensee's behalf, to perform an assessment, audit, examination or review of all controls in Licensor's physical and/or technical environment to confirm that all Confidential Information is being handled in compliance with this Agreement and any applicable laws, regulations, and industry standards. No such assessment, audit, examination or review shall be performed more than once in any twelve (12) month period unless a Security Event occurs prior to the lapse of such period. Licensor shall reasonably cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports Confidential Information for Licensee pursuant to this Agreement. In addition, upon Licensee's written request, Licensor shall provide Licensee at least once per year with the results of any audit by or on behalf of Licensor performed that assesses the effectiveness of Licensor's information security program as relevant to the security and confidentiality of Confidential Information, including all of the following, as applicable: Licensor's latest Payment Card Industry (PCI) Compliance Report, Statement on Standards for Attestation Engagements (SSAE) No. 16 audit reports for Reporting on Controls at a Service

Organization, and any reports relating to its ISO/ICE 27001 certification. Licensee shall treat such audit reports as Licensor's Confidential Information under this Agreement.

14. Business Continuity.

14.1   The Licensor represents and warrants that it has, and will have in place throughout the term of this Agreement, a plan to minimize operational disruption to the provision of the Services ("Business Continuity Plan"). The Licensor Business Continuity Plan will include names and contact details for staff responsible for invoking and managing service workarounds during operational disruption; contact details of third parties needed to implement service workarounds; and details of how the service workarounds will be implemented. The Licensor will have a plan containing the procedures needed to recover and restore key parts of applications should they fail ("Disaster Recovery Plan").

The Licensor shall test its Business Continuity Plan and Disaster Recovery Plan at least once in every twelve months and provide a summary of the results of such tests to Licensee upon request. Following each test of the workaround, the Licensor shall promptly implement lessons learned identified from the test and update the Business Continuity Plan and/or Disaster Recovery Plan accordingly. The Licensor shall review and update the Business Continuity Plan on a regular basis and in any event not less than once every twelve (12) months.

The Licensor will notify Licensee of any disruption to the Services through and will provide Licensee with regular updates on the workarounds being implemented to mitigate disruption and the actions underway to resolve the issue, until normal Services have been resumed. The implementation of the Licensor's Business Continuity Plan workarounds will be at no additional cost to Licensee. The Licensor will ensure that its suppliers needed to deliver the Services have appropriate Business Continuity Plans in place to prevent significant disruption to the Services. Where a restoration to normal Services requires planned downtime to terminate temporary workarounds implemented to continue Services during operational disruption, the Licensor will inform Licensee in advance and, where practicable, agree to the date and time of the downtime. After disruption to Services, once normal service has been resumed, the Licensor will promptly complete a root cause analysis report and provide it to Licensee as Confidential Information. The report will include the cause of disruption, details of how the disruption was resolved and follow-up actions the Licensor will implement to ensure the disruption does not re-occur. The Licensor will also inform Licensee if it is likely the disruption will re-occur

EXHIBIT A: PROHIBITED USES POLICY

Licensor's goal is to provide a quality Service and reliable access to the Licensed Software for Licensees. Licensor does not intend to actively screen, review, censor, edit or take responsibility for any Licensee Data provided by Licensee through the use of the Licensed Software. This places on Licensee the burden and responsibility to ensure that Licensee's use of the Licensed Software does not violate the terms of Licensor's Prohibited Uses Policy (the "Policy"). However, Licensor does reserve the right, in its sole and exclusive discretion, to terminate the Licensed Software license for a breach of this Policy, including but not limited to:

1.   Licensee's violation of any laws;
2.   Licensee's violation or breach of any terms and conditions of any agreement with
          Licensor;
3.   Licensee's violation of the terms of this Policy.

PROHIBITED USES

Uses that Licensor considers inappropriate, and thus prohibited, include, but are not limited to:

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Ø Using the Licensed Software to post any content that holds Licensor (or any of its affiliates, employees or shareholders) up to public scorn or ridicule;

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Ø Deleting or altering author attributes or copyright notices, unless expressly permitted in writing by the author or owner;

Ø Using the Licensed Software in a tortuous manner, including posting libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress;

Ø Introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

Ø Promoting, marketing or otherwise directing traffic (directly or indirectly) to a Web site hosted by the Licensed Software (including, but not limited to, Licensee's particular Web site) through the use of unsolicited commercial mass e-mail or spam;

Ø Violating the personal privacy rights of others or Licensee's stated privacy policy. This includes, but is not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law;

Ø Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses, or take any other actions intended to cloak Licensee's or Licensee's users' identities or contact information;

Ø Using the Licensed Software to gain illegal or unauthorized access to other computers or networks through hacking or other means;

Ø Using the Licensed Software to violate export controls, including limitations on the export of encryption software over the Internet or otherwise to points outside of the United States;

Ø Assisting in engaging or permitting any persons to engage in any of the activities described above. If Licensee should become aware of any such activities, Licensee will use best efforts to stop such activities immediately, including, if necessary, terminating Licensee's user's access to Licensee's facilities.

MODIFICATION OF POLICY

No amendment to, or modification of, The Agreement shall be effective unless in writing and signed by the parties.