



Siteminis Incorporated
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CLIQLAUNCH MOBILE PLATFORM ACCESS, SUPPORT AND MAINTENANCE AGREEMENT

Name of Client: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Client Contact Person: _____ E-mail: _____
Client Phone Number: _____ Client Fax Number: _____

This CliqLaunch Access, Support and Maintenance Agreement and the attached pricing addendum (together the “**Agreement**”) governs the provision of Siteminis CliqLaunch Mobile Platform (as defined below) by Siteminis Incorporated to the entity listed above (“**Client**”). As used in this Agreement, “**Siteminis**” shall mean Siteminis Incorporated and any affiliate of Siteminis Incorporated that provides software and/or services to Client. Each of Siteminis and Client are referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.” By causing a duly authorized officer of each Party to execute this Agreement below, each party agrees to be bound by the terms of the Agreement and any Schedule entered into hereunder. This Agreement is effective as of the date it is executed by Siteminis written on the signature page hereto (“**Effective Date**”). Now therefore, for mutually agreeable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1. “**Affiliate**” means any entity that is a subsidiary or parent of Client or is more than 50% owned by Client’s parent entity.
- 1.2. “**CliqLaunch Mobile Platform**” means a mobile website design platform with a suite of design tools that allow Client to generate and launch production ready mobile websites.

2. SERVICES

- 2.1. Access and Scope of Use. Siteminis agrees to provide Client with access to the CliqLaunch Mobile Platform (via a password protected website) to allow Client to create mobile device optimized websites for Client’s internal business purposes. Client receives one Administrator License use. Client acknowledges that the use of the CliqLaunch Mobile Platform permitted hereunder is strictly limited to Client’s and its Affiliates’ business purposes and that Client agrees that it shall not provide access to the CliqLaunch Mobile Platform (whether through sharing its user name and password or otherwise) to any third party nor will it use the CliqLaunch Mobile Platform for the benefit of any third party (whether on a service bureau or other outsourced basis).
- 2.2. Changes; Maintenance; Version Upgrades. Client acknowledges that the CliqLaunch Mobile Platform is not a

static service and that Siteminis reserves the right (but does not undertake the obligation) to make changes to the CliqLaunch Mobile Platform. During any period in which Client is current in its maintenance fees, Siteminis will provide bug correction and maintenance services for defects in the CliqLaunch Mobile Platform. For version upgrades to the CliqLaunch Mobile Platform (i.e. those that provide additional functionality and features), Siteminis reserves the right to charge Client for enhancements to the features and functionality of the CliqLaunch Mobile Platform. Nothing in this Agreement shall obligate Siteminis to continue to provide access to the CliqLaunch Mobile Platform after the termination or expiration of this Agreement and nothing herein shall prevent Siteminis from discontinuing product support and maintenance services for CliqLaunch Mobile Platform.

- 2.3. Hosting Services. Siteminis will host on its servers the websites created by Client hereunder, which hosting services will include periodic back-up and website recovery procedures. The hosting services under this Agreement page views per month subject to the terms of the pricing addendum attached hereto as Exhibit A. Subject to Section 2.9 below, the websites hosted hereunder will be made available 24 hours a day, seven days a week except for scheduled maintenance not to exceed 2 hours a week unless Client is notified 2 weeks in advance of a longer required

maintenance, not to exceed 12 hours. If Siteminis is not in compliance with this standard, then Client shall notify the account manager (designated pursuant to Section 2.7) in writing (which may be by email) and Siteminis shall have 24 hours to restore compliance with this standard.

2.4. Business Recovery. Siteminis' business recovery plan is designed to minimize, but not eliminate, risks associated with a disaster affecting the Siteminis data center supporting the CliqLaunch Mobile Platform. Siteminis does not warrant that service will be uninterrupted or error free. Client is responsible for adopting a business recovery plan relating to disasters affecting Client's facilities and for securing business interruption insurance or other insurance necessary for Client's protection. Siteminis shall maintain commercially reasonable backup procedures including storage of duplicate record files. In the event of a service disruption due to reasons beyond Siteminis' control, Siteminis shall use diligent efforts to mitigate the effects of such disruption and restore services.

2.5. Design Services. Design Services are available at the Client's request and subject to the hourly rate month subject to the terms of the pricing addendum attached hereto as Exhibit A.

2.6. Professional Services. Siteminis has a staff of professional website designers who can assist Client in the design and deployment of Client's websites at the rates set forth in the pricing addendum attached hereto as Exhibit A (including the design of additional customized website templates beyond those provided in Section 2.5). If Siteminis so agrees in writing, then Siteminis may develop and implement specialized platform requirements (as defined by Client and agreed to in writing by Siteminis) at the hourly rate set forth in the pricing addendum attached hereto as Exhibit A.

2.7. Account Manager and Client Contact. Siteminis will assign to Client an account manager to whom Client may address all questions and service concerns during the term of this Agreement at the rate set forth in the pricing addendum attached hereto as Exhibit A. Client has named contact person on the first page of this Agreement that Siteminis may contact concerning all matters under this Agreement. Either Siteminis or Client may change its account manager or contact person upon written notice to the other Party.

2.8. Network Connectivity and Hardware. Client will provide at its own expense all equipment, computer software, network equipment, communication lines, and interface devices at Client's locations required to access the CliqLaunch Mobile Platform.

2.9. Exclusions. Siteminis shall not be responsible for (i) telecommunications or internet failures, (ii) service interruptions due to disasters, acts of God, or any other act, omission or event beyond Siteminis' control, (iii) delay or failure of any third party courier or delivery service, (iv) any problem caused by improper use of the CliqLaunch Mobile Platform by Client or any of its employees, agents or contractors, (vi) or any security breach of Siteminis or Client's systems by a hacker, virus, worm, or other

intentional in person or electronic interference provided that Siteminis has made reasonable commercial efforts to protect its data and systems.

2.10. Terms of Use. Client will comply with Siteminis' written terms of use as in effect from time to time. Client acknowledges that it would be a material breach of this Agreement (which breach is incapable of being cured) if Client created or posted a website that does not comply with the terms of use and/or contains offensive, distasteful, controversial or other inappropriate material. Siteminis is entitled to make such judgments in its sole discretion and may remove or block access to any website created hereunder or declare this Agreement in material breach.

2.11. Privacy and Collection of Information. In the use of its websites with its customers, Client warrants that it will comply with all applicable law, including laws relating to privacy, the collection of personal information and allowing customers to make choices regarding the sharing of information.

3. TERM AND TERMINATION

3.1. Month-to-Month Term. Unless Client has elected a longer term on the signature page of this Agreement, this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section 3.1. In order to terminate this Agreement, a Party shall deliver written notice to the other Party at least 30 days in advance of the effective date of termination.

3.2. Term, Renewal and Non-Renewal. Client may elect to commit to a six month or year term (as set forth on the signature page hereto) in exchange for the pricing accommodations set forth on Exhibit A. If Client elects such a term, then this Agreement shall commence on the Effective Date and shall continue until the end of the term indicated on the signature page hereto. This Agreement will automatically renew for successive renewal terms equal to the length of the initial term (whether six month or a year) unless either Party notifies the other in writing at least 60 days prior to the end of the current term that this Agreement shall not renew.

3.3. Termination. If this Agreement has a set term under Section 3.2 and a Party is in material breach of the terms of this Agreement, then the other Party may deliver a notice of termination to the breaching Party that will set forth a detailed description of the breach. The breaching Party will then have 30 days to cure the breach or the Agreement will terminate at the end of such 30-day period; provided, however, that if the breaching Party has undertaken in good faith to cure the breach within such 30-day period, then the breaching Party shall have an additional 30 days to cure the breach prior to termination of this Agreement.

3.4. Early Termination. If this Agreement has a set term under Section 3.2 or if the renewal of this Agreement has or will occur under Section 3.2, Client may nevertheless terminate this Agreement prior to the end of

the then-scheduled expiration date by delivering to Siteminis with a written notice of termination a fee equal to the product of: (a) the average monthly total of all fees paid to Siteminis over the previous three months and (b) the number of months (or any portion thereof) remaining in the term prior to expiration of this Agreement.

3.5. Effect of Termination. Any termination or expiration of this Agreement shall not affect any rights or obligations of the Parties that arose prior to such termination or expiration, including without limitation the obligation to make payments then due.

4. LICENSE AND INTELLECTUAL PROPERTY

4.1. License. Subject to the scope of use described in Section 2.1 above, Siteminis grants to Client a limited, non-exclusive, non-transferable license during the term of this Agreement within the United States to:

- (a) Access the CliqLaunch Mobile Platform via a browser interface in order to design and implement mobile device optimized websites;
- (b) use the documentation in support of Client's use of the CliqLaunch Mobile Platform;
- (c) make a reasonable number of additional copies of the Documentation or portions thereof as required to support Client's use of the CliqLaunch Mobile Platform;

4.2. Title to Intellectual Property. The CliqLaunch Mobile Platform, Content (as defined below) and related documentation are (i) proprietary, copyrighted works protected by copyright laws, treaties, and conventions of the United States and (ii) contain trade secrets and Confidential Information (as defined below) of Siteminis protected under applicable law. Siteminis retains all ownership, right, title, and interest in and to the CliqLaunch Mobile Platform, Content and related documentation, and all copyright, trade secret, patent and other intellectual property rights contained therein, subject only to the limited license granted to Client above. Siteminis shall also exclusively own all changes, modifications, and additions to the CliqLaunch Mobile Platform, Content and related documentation, whether made by or on behalf of Siteminis, Client or their employees, agents or otherwise. As the universal resource locator ("URL") for any mobile website created through the CliqLaunch Mobile Platform will be owned and operated by Siteminis, Client acknowledges that Siteminis will own all mobile website URLs created by Client through the CliqLaunch Mobile Platform. To the extent that changes, including all associated intellectual property rights, are not owned in their entirety by Siteminis, Inc immediately upon their creation, Client agrees to assign (and hereby automatically assigns) all right, title and interest therein to Siteminis, without any requirement of consideration or further documentation. Client agrees to take such further action and execute such further documentation as Siteminis may reasonably request to give effect to this Section 4.2. Client shall not question the validity of any

proprietary rights of Siteminis in the CliqLaunch Mobile Platform or any other intellectual property right of Siteminis.

4.3. Protection of Proprietary Rights. Client shall not disclose the CliqLaunch Mobile Platform (and related documentation) or any portion thereof to any person other than Client's authorized personnel as necessary to utilize the CliqLaunch Mobile Platform as permitted by this Agreement.

4.4. Use of Client Marks and Other Intellectual Property. To the extent that Client incorporates its name, trademarks, content or other intellectual property into any website created using the CliqLaunch Mobile Platform, Client hereby grants to Siteminis a limited and non-exclusive license during the term of this Agreement to host the websites created by Client hereunder. Client acknowledges and agrees that the URLs owned by Siteminis that are used to host the websites created hereunder will include Client's name as a part of the address (e.g. [http://Client Name.cliqlaunch.com/\[Client name\]](http://Client Name.cliqlaunch.com/[Client name])).

4.5. No Post-Termination Rights. Client acknowledges that the templates, stock photographs, and other materials available for Client's use in designing mobile websites through the CliqLaunch Mobile Platform (the "Content") are, pursuant to Section 4.2, the intellectual property of Siteminis. As such, Client will not be entitled to receive a copy of any website created with the CliqLaunch Mobile Platform upon expiration or termination of this Agreement. Siteminis will not receive any intellectual property rights to any trademarks, content or other intellectual property of Client incorporated by Client into any website created using the CliqLaunch Mobile Platform, except the limited license referenced in Section 4.4.

5. FEES AND EXPENSES

5.1. Fees. Client agrees to pay to Siteminis all the fees set forth in the pricing addendum attached hereto as Exhibit A. All monthly fees will be ACH debited from Client's designated account within five business days from the delivery by Siteminis to Client of an invoice. If Client withdraws its ACH debit authorization, then Client acknowledges (a) that Siteminis will charge a \$15 handling fee for any such month and (b) that such fees must be received by Siteminis upon the fifth business day following the receipt of an invoice. Client agrees to pay a late payment fee of 1.5% (or the highest rate permitted by applicable law) of the invoice amount for each month or portion thereof that a payment to Siteminis is late. Additionally, Client agrees to pay Siteminis' costs of collection, including reasonable attorneys' fees, for all invoice balances that are not paid on or before the applicable payment date. Siteminis shall have the right to apply all payments received from Client to any amounts due and payable by Client to Siteminis under the terms of this Agreement. Siteminis may prospectively increase its fees under this Agreement once per year after the first anniversary of Effective Date by giving written notice of the increase to Client at least 60 days in advance of the effective date of the increase; provided, however, that each such change shall be limited to the greater of 5% or the

change in the U.S. Department of Labor, Consumer Price Index for Urban Wage Earners and Clerical Workers, All Cities, (1982=100) for the preceding 12-month period.

5.2. Out-of-Pocket Expenses. In addition to the fees for Siteminis services hereunder, Client agrees to reimburse Siteminis for the out-of-pocket expenses incurred by Siteminis or its employees in the performance of this Agreement (“**Out-of-Pocket Expenses**”). Travel time, if required and pre-approved by Client, will be charged at Siteminis’ standard hourly rate, but shall not exceed eight hours per day per Siteminis representative. Each Out-of-Pocket Expense other than travel time (which is always subject to Client’s pre-approval) in excess of \$1,000.00 shall be pre-approved by Client. Siteminis shall submit invoices to Client on a monthly basis for Out-of-Pocket Expenses incurred during the preceding month. All invoices are immediately due and payable by Client to Siteminis upon their submission to Client and shall be automatically deducted from Client’s account five business days after Client receives the expense invoice.

5.3. Training. If training is requested by Client, Siteminis will provide training to Client at Siteminis’ then-current hourly rates, plus Out-of-Pocket Expenses, on mutually agreeable dates and times. All training shall be conducted at a facility pre-approved in writing by Siteminis. Client shall bear all expenses associated with its employees’ attendance at Siteminis’ training sessions. The duration and scope of training sessions shall be determined exclusively by Siteminis. All training fees are due in full at the time training is requested by Client and scheduled by Siteminis

5.4. Taxes. Client shall pay all sales, use taxes and other taxes due and payable with respect to the fees payable to Siteminis under this Agreement, except for taxes based upon the net income of Siteminis.

6. WEBSITE CONTENT

6.1. Company Content. To the extent any content owned by Siteminis is made available for use by Client through the CliqLaunch Mobile Platform or to the extent that Client uses Siteminis’ professional services under this Agreement to design website templates or to create websites for Client, Siteminis warrants that its owned content does not infringe the intellectual property rights of any third party.

6.2. Client Content. Client acknowledges that it is responsible for all content incorporated into any website created with the CliqLaunch Mobile Platform that is not provided by Siteminis (whether such content or owned by Client or otherwise). Client warrants that that it has the right to use any content, trademarks or other intellectual property incorporated by Client or its personnel into the website or template created with the CliqLaunch Mobile Platform and that the use of such content, trademarks or other intellectual property will not infringe the intellectual property rights of any third party.

6.3. Third Party Content. To the extent that Client uses Siteminis’ professional services under this Agreement to design website templates or to create websites for Client, Siteminis warrants that it has the right to use any third party trademarks, materials or other intellectual property incorporated by Siteminis or its personnel into the website or template. Client acknowledges that Siteminis makes no warranty with regard to the use third party content incorporated into a Client website at the request of Client.

7. CONFIDENTIALITY

7.1. Generally. Each Party agrees that, absent the express prior written consent of the other Party to the contrary, (a) it will use Confidential Information (as defined below) belonging to the other Party solely for the purposes permitted under this Agreement and its Schedules and (b) it will not disclose Confidential Information belonging to the other to any third party other than its employees, regulators, trading partners and/or agents reasonably requiring such Confidential Information for purposes of this Agreement and who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. Each Party will promptly inform the other Party if it becomes aware of a unauthorized use or disclosure of the Confidential Information of the other Party. If a Party becomes subject to a legal requirement to disclose the Confidential Information of the other Party, then the Party receiving the disclosure request shall, prior to making disclosure thereunder, give prompt notice to the other Party so that the other Party may seek a protective order at its expense.

7.2. Definition. For purposes hereof, “**Confidential Information**” shall mean (i) the terms and conditions of this Agreement, and (ii) any and all information belonging to a Party, whether stored in written, electronic, representational or physical form, which is not at the relevant time (x) known generally to the public through no act or omission in violation of this Agreement or in violation of another duty of confidentiality to such Party, (y) furnished to the disclosing Party by a third party having the lawful right to do so, or (z) known to the disclosing Party prior to disclosure hereunder (as established by written documentation thereof). Confidential Information further expressly includes, but is not limited to, trade secrets, software and procedures manuals and documentation, computer programs, data file content and organization, financial data, marketing plans, customer lists and customer account information and similar information to the extent it is within the scope of the preceding sentence. Each Party shall promptly return to the other upon request any Confidential Information of the other Party then in its possession or under its control.

7.3. Return of Materials. Upon expiration or termination of this Agreement, Client shall cease using the solutions provided hereunder and will remove any software from its servers and return all documentation and any media containing software to Siteminis. Each Party

shall either return or destroy all Confidential Information pertaining to the other Party within 30 days of expiration or termination of this Agreement. Each Party shall, upon request of the other, sign a Siteminis-supplied certification attesting to the foregoing.

8. REPRESENTATIONS AND WARRANTIES

Client and Siteminis each represent and warrant to the other, as of the Effective Date, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement has been obtained.

9. INDEMNITY

9.1. By Client. Client shall indemnify, defend and hold harmless Siteminis, its parent, affiliates, subsidiary companies, and their respective officers, directors, shareholders and employees (collectively, the “**Siteminis Indemnitees**”) from and against any and all third party claims, demands, actions, suits, causes of action, damages and expenses (including without limitation expenses of investigation, settlement, litigation and attorney’s fees in connection therewith) (collectively all such matters related to third party claims, “**Losses**”), incurred or sustained by any of the Siteminis Indemnitees and arising from (i) any breach of any representation, warranty, covenant or agreement made by Client in this Agreement and (ii) any claim against Siteminis made by any party related to a website created using the CliqLaunch Mobile Platform , except for claims arising out of Siteminis’ gross negligence or willful misconduct.

9.2. By Siteminis. Siteminis shall indemnify, defend and hold harmless Client, its parent, affiliates, subsidiary companies, and their respective officers, directors, shareholders and employees (collectively, the “**Client Indemnitees**”) from and against any and all Losses incurred or sustained by any of the Client Indemnitees and arising from any breach of any representation, warranty, covenant or agreement made by Siteminis in this Agreement. In the performance of the services required by this Agreement, Siteminis shall be entitled to rely solely on the information, representations, and warranties provided by Client pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Siteminis shall not be responsible for Client’s acts or omissions. Under no circumstances will Siteminis be liable for errors, acts or failures to act of third parties.

9.3. Indemnification Procedures and Remedies.

(a) For the purposes of this Section, the term “**Indemnitee**” shall refer to the Person indemnified, or entitled, or claiming to be entitled to be indemnified, pursuant to the provisions of Sections 9.1 and 9.2, as the case may be. The term “**Indemnitor**” shall refer to the Person having the obligation to indemnify pursuant to such provisions.

(b) Indemnitee shall give written notice (a “**Notice of Claim**”) to the Indemnitor within 10 business days after the Indemnitee has knowledge of any claim which an Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement. No failure to give such Notice of Claim within 10 business days as aforesaid shall affect the indemnification obligations of the Indemnitor hereunder, except to the extent Indemnitor can demonstrate such failure materially prejudiced such Indemnitor’s ability to successfully defend the matter giving rise to the claim. The Notice of Claim shall state the nature of the claim, the amount of the Losses, if known, and the method of computation thereof, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises. The Indemnitor shall have the right to direct the defense of any such claim at its expense through counsel chosen by it and Indemnitor shall have the right to settle such claim on terms and conditions as it deems appropriate, provided that any settlement does not require Indemnitee to admit liability, provide for injunctive relief against Indemnitee or compromise any of Indemnitee’s intellectual property rights.

(c) The indemnity remedies provided in Sections 9.1 and 9.2 shall be a Party’s exclusive remedy for the recovery of Losses resulting from, relating to or arising out of claims by third parties relating to this Agreement.

10. LIMITATIONS ON LIABILITY; WARRANTIES

10.1. Limitation of Liability. Siteminis shall not be liable in any event for punitive damages, consequential damages, lost profits or other indirect or speculative damages, and Siteminis shall not be liable for any software or service provided hereunder in a total amount exceeding the fees it received from Client during the six months of the term immediately preceding the facts that gave rise to the indemnification claim. No action arising under this Agreement, regardless of form, may be brought by either Party more than one year after the cause of action has arisen.

10.2. Limited Warranty. If there is a material failure of the CliqLaunch Mobile Platform to substantially comply with Siteminis’ most current and applicable documentation during the first 90 days following delivery

to Client, Siteminis shall, at its election and as its sole obligation under this Agreement (and as Client's sole remedy), either: (i) repair or replace the CliqLaunch Mobile Platform, as applicable; or (ii) terminate this Agreement and refund any applicable fees paid by Client. Siteminis' services will be performed in a workmanlike manner, consistent with generally accepted industry standards. Client's sole remedy for a breach of the foregoing warranty shall be the provision of such services in a conforming manner. Siteminis does not warrant any third party software or services sold under this Agreement. **SITEMINIS MAKES NO WARRANTIES EXCEPT THOSE SET FORTH IN THIS SECTION (AND IN SECTION 6) AND THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.**

10.3. Further Limitations. Siteminis does not warrant any solution against defects where the defect in the solution is caused by: (i) Client's (or Client's employees' or agents') negligence, (ii) any use of the Siteminis service or product in a manner inconsistent with the solution's intended use or in any manner inconsistent with Siteminis' documentation, (iii) the combination of the service or product with third party services, hardware or software not provided by Siteminis or approved by Siteminis in writing, or (iv) any alteration, revision, modification, removal or reinstallation of the solution by Client or any third party.

11. GENERAL

11.1. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered in person, at the time of such delivery; (ii) when delivered by facsimile transmission, at the time of transmission (provided, however, that notice delivered by facsimile transmission shall only be effective if such notice is also delivered by hand or deposited in the United States mail, postage prepaid, registered, certified or express mail or by courier service within two business days after its delivery by facsimile transmission); (iii) when delivered by a courier service or by express mail, at the time of receipt; or (iv) five business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed (in any such case). The notice address for the Parties shall be their respective addressees (and facsimile numbers) set forth on the first page to this Agreement, with Siteminis' notice addressed "Attn: Contract Administration." Either Party may designate a new notice address and other notice information by giving notice to the other Party in accordance with the provisions hereof.

11.2. Assignment; Change of Control. Client may not assign this Agreement or any of the rights or duties hereunder to any person without Siteminis' prior written consent, which, in the case of a purchase of all or substantially all of Client's business, such consent shall

not be unreasonably withheld provided that such an assignment will not increase the scope of Client's licenses hereunder or impose additional burdens on Siteminis in the provision of the services provided hereunder. If Client experiences a change of control, any license granted or services agreed to pursuant to this Agreement shall not inure to the benefit of affiliated entities. Siteminis may freely enter into subcontracts, outsourcing agreements or other arrangements for the performance of its obligations hereunder, but no such arrangement shall impair Siteminis' liability for its obligations under this Agreement.

11.3. Monitoring. In order to maintain quality service, telephone communications with Client may be monitored and/or recorded without any further notice.

11.4. Entire Agreement, Modification. This Agreement and its related schedules, exhibits and addenda contains the entire agreement between the Parties and supersedes all prior agreements, representations, warranties and understandings, whether written or verbal. This Agreement may not be amended, modified or altered except pursuant to a written document signed by both Parties. If Siteminis determines in its reasonable judgment that the terms of this Agreement more likely than not would be interpreted to violate any laws or regulations applicable to it, then the parties will negotiate in good faith to amend this Agreement. If Siteminis and Client cannot agree on a modification, then Siteminis may terminate the Agreement without penalty and any amounts then due and outstanding shall be paid by Client.

11.5. Waiver. The waiver by any Party of a breach or default hereunder shall not operate or be construed as a waiver by such Party of any subsequent or other breach or default hereunder, whether or not the subsequent or other breach or default is of the same or similar nature.

11.6. No Third-Party Beneficiaries. This Agreement shall not be for the benefit of, or enforceable by, any person not a party hereto and shall not confer any rights or remedies upon any party other than the Parties and their respective successors and permitted assigns.

11.7. Severability. If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, in whole or in part, that provision shall be severed or shall be enforced only to the extent legally permitted, and the remainder of the provision and this Agreement shall remain in full force and effect.

11.8. Independent Contractors. The Parties hereto are independent contractors and engage in the operation of their respective businesses. Neither Party shall be considered the agent of the other for any purpose whatsoever. Nothing herein shall be considered to establish a partnership or joint venture relationship.

11.9. Further Action. Each Party hereto shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.10. Expenses. Each of the Parties hereto shall pay its own legal, accounting, expenses incident to the negotiation and preparation of this Agreement.

11.11. Governing Law; Forum. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Georgia without regard to its conflict of law provisions. The Parties agree to submit to the personal jurisdiction of the appropriate courts sitting in Fulton County, Georgia and agree that venue shall lie there. Each Party waives any objection that such a forum would be inconvenient.

11.12. Injunctive Relief. The Parties agree that, in addition to any other rights and remedies, which the other or Siteminis may have hereunder, any Party alleging breach or threatened breach of this Agreement will be entitled to such equitable and injunctive relief as may be available from any court of competent jurisdiction to restrain the other from breaching or threatening to breach

any of the provisions of this Agreement, without posting bond or other surety.

11.13. Headings, Counterparts. The paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of said paragraphs. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

11.14. Survival. Notwithstanding termination or expiration of this Agreement, Sections 3.5, 5 7, 9, 10 and 11 of this Agreement shall survive such termination or expiration.

[Signatures begin on the following page]

CLIQLAUNCH PRICING

EXHIBIT A

The monthly access/license fee below includes one administrator License, unlimited user accounts, unlimited mobile site and page creation by Client user account personnel. All prices in USD\$- Pricing good for 60 days

Access/License Fee - two options

A) Platform cost- \$5,000.00 per month (month to month engagement), payable monthly- One Administrator License- 500K page views per month included- .01/ per page view / per month above 500K

or

B) Platform cost- \$1,500.00 per month (month to month engagement), payable monthly- One Administrator License- .02/ per page view / per month

Account manager

\$1,000 per month (10 hours/ month)

Project manager

\$5,000 per month (40 hours/ month)

Note: This Agreement and related pricing are for Sitemini's CliqLaunch Mobile Platform as hosted by Siteminis. If Client desires to install Sitemini's CliqLaunch Mobile Platform directly on its servers, this Agreement (and related pricing) are not applicable. Please ask your Sitemini's representative for the terms and conditions of a in-house installation of the CliqLaunch Mobile Platform.

Ongoing costs of template designs, development and implementation of specialized platform requirements (user defined analytics integration, custom funtional elements design, web service design and deployment)

Cost based on specific request at 165.00/hour

Please indicate below access license option and/or a dedicated account and/or project manager- **CliqLaunch Pricing Exhibit A**
- (note- all pricing options are for base access license only and do not include page view costs):

CliqLaunch Admin License pricing model:	<input type="checkbox"/> A	or	<input type="checkbox"/> B
Option A Term (Month-to-month if no box is checked):	<input type="checkbox"/> Six Month Term (5% platform discount) \$28,500	or	<input type="checkbox"/> One Year Term (10% platform discount) \$54,000
Option B Term (Month-to-month if no box is checked):	<input type="checkbox"/> One Year Term- \$14,000		
Dedicated Account Manager:	<input type="checkbox"/> Yes	or	<input type="checkbox"/> No
Dedicated Project Manager:	<input type="checkbox"/> Yes	or	<input type="checkbox"/> No

The foregoing Agreement is hereby approved by the above-signed, at the executive office of Siteminis, on this _____
day of _____, 201_

In Witness Whereof, the parties have executed this Agreement as of the date written below, with the options indicated beneath the signature blocks below.

(Client)

SITEMINIS INCORPORATED

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**MASTER AGREEMENT
AUTHORIZATION FOR PRE-AUTHORIZED PAYMENTS
(DEBITS)**

Siteminis Incorporated

COMPANY NAME

The Client authorizes Siteminis to electronically debit the Client's account: checking savings account specified below.

CLIENT CUSTOMER IDENTIFICATION NUMBER _____

CLIENT'S CUSTOMER NAME

(Name of financial institution with Client's account) BRANCH LOCATION OF BANK'S ACCOUNT

CITY

STATE

ZIP CODE

CLIENT'S TRANSIT/ABA NUMBER

CLIENT'S ACCOUNT NUMBER

This authority will remain in full force and effect until Siteminis receives notification from the undersigned of its termination in time for Siteminis to reasonably comply with the notification. Siteminis will provide the undersigned with a copy of this Authorization Agreement upon request.

AUTHORIZED REPRESENTATIVE of the Client (Please Print)

Account Holder's Name or Name that Client has on its Account (Please print)

SIGNATURE

DATE

ADDITIONAL INFORMATION

CONFIDENTIAL