

MASTER SERVICES AGREEMENT

IMPORTANT – PLEASE READ THE TERMS OF THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) CAREFULLY. BY EXECUTING AN ORDER FORM OR USING ANY SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS OR CONDITIONS BELOW, YOU MUST NOT USE THE SERVICES.

You wish to have PlanningEdge Corporation (“PlanningEdge”) provide you with access to certain software-based services and related professional services, and PlanningEdge is willing to provide such software-based services and related professional services to you, pursuant to the terms and subject to the conditions of this Agreement and any order forms executed by both parties (each, an “Order”). You represent to PlanningEdge that you have the authority to bind your company (the “Company”) to the terms and conditions of this Agreement on the Company’s behalf. For the remainder of this agreement the term “you” means that Company and each person using the services.

In consideration of the mutual promises made herein, the parties hereto agree as follows:

Any capitalized terms used in this Agreement shall have the meaning given in this Agreement.

1. SERVICES.

1.1 Orders. Upon execution of an initial Order or subsequent Orders by both parties, each Order shall be deemed an amendment to this Agreement and subject to all of the terms and conditions herein.

1.2 Services. PlanningEdge shall make available to you those components of the PlanningEdge hosted service offering described in an Order (the “Services”). PlanningEdge also shall provide to you those user guides, documentation and training materials (including any updates or amendments to such guides, documentation and materials) regarding the Services made generally available by PlanningEdge to its customers (the “Documentation”).

1.3 Professional Services. PlanningEdge shall use its commercially reasonable efforts to perform those professional services described in an Order (the “Professional Services”). You shall assist PlanningEdge and carry out all tasks reasonably necessary for the implementation of the Services, including without limitation providing to PlanningEdge all Content (as defined in Section 1.9(a) below).

1.4 Right to Use the Services. Subject to your timely payment of all applicable fees, PlanningEdge hereby grants to you, during the Term of this Agreement, a non-exclusive, non-transferable (except to the extent otherwise expressly permitted by Section 8.1 (Assignment) below), right and license to access and use the Services.

1.5 Use Restrictions. You shall not: (a) access and/or use the Services or the Documentation in order to design, create or build a service or product that is competitive with the Services, or which uses ideas, features or functions that are similar to the Services; (b) license, sublicense, sell, resell, resyndicate, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Documentation; (c) modify or make derivative works based upon the Services or the Documentation or any part thereof; or (d) directly or indirectly disassemble, decompile, or otherwise reverse engineer the Services or any portion thereof.

1.6 Service Level Agreement. The Services are subject to PlanningEdge’s standard service level and support policy that applies generally to customers of the Services for no additional charge (the “Service Level Agreement”). The Service Level Agreement can be accessed at <http://www.planningedge.com/legal>.

1.7 Maintenance and Technical Support. The maintenance and technical support described in the Service Level Agreement that PlanningEdge generally makes available to customers of the Services for no additional charge shall be provided to you, subject to the terms of the Service Level Agreement and this Agreement. All maintenance and technical support provided by PlanningEdge shall be considered Professional Services for all purposes of this Agreement.

1.8 Suspension of Access to the Services. PlanningEdge may suspend your access to the Services at any time (a) in order to prevent damage to, or degradation of, PlanningEdge’s network integrity; (b) if you have failed to pay any amounts that are more than thirty (30) days past due and such failure continues without a cure for ten (10) days after PlanningEdge notifies you of such past due amounts; or (c) you have breached this Agreement in a way that affects PlanningEdge’s provision of the Services or infringes on PlanningEdge’s intellectual property rights. If suspended, PlanningEdge will promptly restore your use of the Services after the event giving rise to the suspension has been resolved to PlanningEdge’s reasonable satisfaction. Any accounts that are restored after suspension due to your failure to pay or breach may be subject to PlanningEdge’s then-current reactivation fees.

1.9 Content.

(a) Content. You hereby grant to PlanningEdge during the Term of this Agreement a limited right and license to use and reproduce, solely for the purpose of facilitating the performance of PlanningEdge’s obligations under this Agreement, your information and data that is loaded into the Services by you and the forecasting data that you generate by using the Services (the “Content”).

(b) Responsibilities for Content. You are solely responsible for (a) obtaining all rights required to use the Content as contemplated by this Agreement, and (b) the

quality and accuracy of the Content. You agree to monitor the Content that has been included in the Services (whether inputted by you or PlanningEdge) for quality and accuracy. If you so request within thirty (30) days after the expiration or termination of this Agreement, PlanningEdge will make available to you a file of forecasting data generated by you in your use of the Services. PlanningEdge may delete all Content from its systems and records thirty (30) days after the effective date of termination of this Agreement.

1.10 PlanningEdge Data. Unless expressly stated in an Order or in a written notice provided by you to PlanningEdge that you have opted out of the following, you agree that PlanningEdge may (a) collect data arising out of your use of the Services, (b) collect metrics and data included in the Content, and (c) aggregate and analyze any metrics and data collected pursuant to subsections (a) and/or (b) of this sentence (collectively, the “PlanningEdge Data”). You agree that PlanningEdge may use, reproduce, distribute and prepare derivative works from the Content, solely as incorporated into the PlanningEdge Data, provided that under no circumstances shall PlanningEdge use the PlanningEdge Data in a way that identifies you as the source of the Content or discloses your Company’s Confidential Information. By way of illustration and not limitation, PlanningEdge’s use of the PlanningEdge Data may include the provision of aggregated data to its customers for benchmarking purposes. The PlanningEdge Data is specifically included under the protections of Sections 1.11 (Proprietary Rights) and Section 5 (Confidential Information).

1.11 Proprietary Rights. The Services, the PlanningEdge Data (excluding any Content included therein), and any modifications or enhancements to any of the foregoing (including all intellectual property rights in or to any of the foregoing), are and shall remain the exclusive property of PlanningEdge and its licensors. No licenses or rights to PlanningEdge data are granted to you except for the limited rights expressly granted in this Agreement.

2. FEES, PAYMENT AND TAXES.

2.1 Fees. Fees for the Services and the provision of Professional Services are set forth in the applicable Order, and unless otherwise set forth therein are due and payable within thirty (30) days of your receipt of an invoice. All amounts that are past due will be subject to a monthly charge of one and one-half percent (1.5%) per month or the maximum rate permitted by the law, whichever is less. Fees are subject to adjustment by PlanningEdge if your actual usage levels exceed the usage levels set forth in the applicable Order.

2.2 Expenses. Except to the extent otherwise expressly provided in an Order, you will reimburse PlanningEdge for all reasonable travel, lodging, mileage and meal expenses for Professional Services performed outside of PlanningEdge’s site upon prior written approval by Company. PlanningEdge will provide you with invoices detailing the consulting hours and expense reimbursements due PlanningEdge, and will

itemize and provide receipts for expenses over one hundred dollars upon request.

2.3 Taxes. All fees and other amounts payable by you to PlanningEdge under this Agreement exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. You are responsible for payment of all such taxes (other than taxes based on PlanningEdge’s income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any amounts to PlanningEdge or the delivery, customization, sale or use of the Services or performance of any Professional Services. You will make all payments to PlanningEdge free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of any amounts to PlanningEdge will be your sole responsibility, and you will provide PlanningEdge with official receipts issued by the appropriate taxing authority, or such other evidence as PlanningEdge may reasonably request, to establish that such taxes have been paid. You agree to indemnify and hold harmless PlanningEdge from any claims, actual losses, costs (including reasonable attorneys’ fees), and damages or liabilities arising out of or relating to your failure to pay any taxes as required by this Section.

3. REPRESENTATIONS AND WARRANTIES

3.1 Mutual Warranties. Each party represents and warrants that it has validly entered into this Agreement and has the full power and authority to do so and to perform its obligations hereunder.

3.2 PlanningEdge Warranties. PlanningEdge warrants to you that: (a) the Services will perform materially in accordance with the Documentation; and (b) the Professional Services will be performed in a workmanlike manner in accordance with generally accepted industry standards. If you report to PlanningEdge any breach of the warranties set forth in this section, and provide to PlanningEdge such detailed information as PlanningEdge may reasonably require to reproduce such non-conformity, then PlanningEdge, at its expense, shall use commercially reasonable efforts to correct such non-conformity. If PlanningEdge is unable to correct a reproducible non-conformity that materially affects your ability to use the Services, then you may terminate this Agreement for PlanningEdge’s breach pursuant to Section 7.2 (Termination for Cause) and receive a refund of any prepaid but unused fees. The foregoing states PlanningEdge’s sole obligation, and your exclusive remedy, in the event of the breach of the warranties set forth in this Section.

3.3 Disclaimer of Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE EXCLUSIVE WARRANTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SERVICES AND ANY PROFESSIONAL SERVICES. PLANNINGEDGE EXPRESSLY DISCLAIMS (TO THE GREATEST EXTENT PERMISSIBLE UNDER

APPLICABLE LAW) ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. [PLANNINGEDGE] DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE COMPLETELY SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED.

4. LIMITED LIABILITY

EXCEPT WITH RESPECT TO YOUR BREACH OF SECTION 1.5 (USE RESTRICTIONS) OR EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION) OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES (WHICH THE PARTIES AGREE MAY NOT BE CONSIDERED DIRECT DAMAGES), LOST GOODWILL, LOST PROFITS, OR LOSS OF DATA. EXCEPT WITH RESPECT TO EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION) OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, EACH PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF THE FEES COMPANY HAS PAID TO PLANNINGEDGE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION 4 APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BROUGHT (WHETHER ON THE BASIS OF CONTRACT, NEGLIGENCE, OTHER TORTS, OR STRICT LIABILITY), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY.

5. CONFIDENTIAL INFORMATION

5.1 Definition. "Confidential Information" means any information disclosed by one party to the other, whether orally, electronically or in writing, that is designated as confidential or that reasonably should be understood by the receiving party to be confidential, notwithstanding the failure of the disclosing party to designate it as such. Confidential Information includes information that is proprietary to a third

party and is disclosed by one party to another pursuant to this Agreement. The Content shall be your Confidential Information. The PlanningEdge Data that is developed using the Content also shall be deemed Confidential Information. The Services, all features and functions therein and related pricing and product plans shall be the Confidential Information of PlanningEdge. Notwithstanding the foregoing, the parties agree that Company's Marketing Plan, client lists, distributor lists, Merchant contact and sales information, internal business records and communications, genealogy reports, trade secrets, software programs, employee information and records, product sources, Service pricing, Company Commissions, product pricing, product suppliers, and legal and accounting documents shall be deemed Confidential Information of Company.

5.2 Restrictions on Use and Disclosure of Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information, and not use such Confidential Information except as necessary to perform its obligations or exercise its rights under the Agreement, during the Term and for a period of three (3) years after the termination of this Agreement. The receiving party may disclose Confidential Information of the disclosing party to those employees, consultants and other agents who need to know such Confidential Information for the purpose of carrying out the activities contemplated by this Agreement and who have agreed in writing to confidentiality terms that are no less restrictive than the requirements of this Section. Such party shall be responsible for any improper use or disclosure of the disclosing party's Confidential Information by any such consultants or other agents. Except to the extent expressly permitted by this Section, the receiving party shall not disclose any Confidential Information of the disclosing party to any third party. Each party agrees to return or destroy all copies of Confidential Information of the other party in its possession or control within thirty (30) days of the termination or expiration of this Agreement.

5.3 Exclusions. The receiving party shall have no obligation under this Section 5 with respect to information provided by the disclosing party that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without use of or reference to the Confidential Information of the disclosing party. Further, either party may disclose Confidential Information: (i) solely to the extent required by any court or other governmental body, or as otherwise required by law and after reasonable written notice to the Other Party, (ii) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors, or (iii) in connection with the enforcement of this Agreement.

6. INDEMNIFICATION

6.1 PlanningEdge Indemnity. PlanningEdge agrees to defend, indemnify and hold you harmless from and against any legal action, demand, suit or proceeding brought against you by any third party alleging that the Services used as permitted by this Agreement infringes the intellectual property, trademark, copyright or misappropriates a trade secret of such third party. Should the Services become, or in PlanningEdge's opinion be likely to become, the subject of any infringement claim, PlanningEdge may, at its option: (a) procure for you at PlanningEdge's expense the right to continue using the Services, or (b) modify, at PlanningEdge's expense, the Services so that it becomes non-infringing but remains functionally equivalent and conforms to PlanningEdge's warranty set forth in Section 3.2 (PlanningEdge Warranties), or (c) terminate your right to use the Services, whereupon PlanningEdge will refund to you any pre-paid but unused fees for such Services. PlanningEdge shall have no liability for any claim of intellectual property infringement that is based on (i) the use or combination of the Services with software, hardware or other materials not recommended by PlanningEdge in writing, provided such infringement would not have arisen but for such use or combination, (ii) use of the Services in a manner other than as set forth in the Documentation, (iii) your specifications or designs, or (iv) any unauthorized modification of the Services.

6.2 Your Indemnity. You agree to defend, indemnify and hold PlanningEdge harmless from and against any legal action, demand, suit or proceeding brought against PlanningEdge by any third party arising out of or related to the Content or your use of the Services and/or the Professional Services, except to the extent that such a claim is covered by PlanningEdge's obligations under Section 6.1 (PlanningEdge Indemnity) above or is caused by the gross negligence of PlanningEdge.

6.3 Indemnification Procedures. Each party's indemnification obligations set forth in this Section 8 are subject to the conditions that the indemnified party must: (a) notify the indemnifying party promptly in writing of such claim, (b) permit the indemnifying party to have sole control of the defense, compromise or settlement of such claim, including any appeals, and (c) fully cooperate with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of such claim.

7. TERM AND TERMINATION

7.1 Term. Each Order shall commence upon PlanningEdge's signature date and remain in effect for the initial term specified in the Order. This Agreement shall commence upon the date of the initial Order, unless earlier terminated by either party as permitted by this Agreement. This Agreement shall automatically renew after the initial term for consecutive twelve (12) month periods unless either party provides written notice to the other party of an intention not to renew at least thirty (30) days prior to the end of the original term or subsequent renewal term. The initial term along with any renewal term(s) shall be the "Term" of this Agreement.

7.2 Termination for Cause. Either party may terminate this Agreement immediately for a breach by the other party of any of its material terms, if the breaching party has failed to cure such breach (if curable) within thirty (30) days of receipt of written notice from the non-breaching party describing the breach.

7.3 Effects of Termination. Upon the termination of this Agreement for any reason: (a) all Orders shall automatically terminate; (b) the rights and licenses granted to you in Section 1.4 (Right to Use the Services) shall terminate and you may not access the Services, and (c) all amounts owed to PlanningEdge under this Agreement will become immediately due and payable.

7.4 Survival. The following provisions of this Agreement shall survive any termination of this Agreement: 1.9(b) (Responsibility), 1.10 (PlanningEdge Data), 1.11 (Proprietary Rights), 2 (Fees, Payment and Taxes), 3.3 (Disclaimer of Warranties), 4 (Limited Liability), 5 (Confidential Information), 6 (Indemnity), 7.3 (Effects of Termination), 7.4 (Survival), and 8 (General).

8. GENERAL

8.1 Assignment. Each party may, without the prior written consent of the other party, assign this Agreement to a successor in interest or to an entity that acquires all or substantially all of such party's assets in connection with a merger or acquisition. Except to the extent otherwise expressly provided in the immediately preceding sentence, you may not assign or transfer this Agreement or any of your rights or obligations hereunder in whole or in part without the prior written consent of PlanningEdge.

8.2 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorist act, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.

8.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Colorado, without reference to conflict of laws principles. Each party hereby consents to the exclusive venue and jurisdiction of the federal and state courts of Denver, Colorado.

8.4 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.5 Notices. All notices, consents and approvals under this Agreement shall be in writing and shall be deemed delivered upon (a) personal delivery, (b) the second business day after sending by certified or registered mail, return receipt requested, (c) the first business day after sending a confirmed facsimile, or (d) the first business day after sending by email.

8.6 Publicity. Neither party shall use the other party's name or the existence of this Agreement in any press releases and/or other publicity matters without the prior written consent of the other party. Unless expressly stated in an Order or in a written notice provided by you to PlanningEdge that you have opted out of the following, you consent to PlanningEdge's identification of you as a user of the Services.

8.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in full force and effect.

8.8 Waiver. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

8.9 Amendment. PlanningEdge reserves the right to modify the terms or conditions of this Agreement at any time effective upon thirty (30) days prior notice to you. Your continued access and use of the Services after such thirty (30) days period shall constitute your acceptance of these modifications to the Agreement.

8.10 Entire Agreement; Precedence. This Agreement, together with the Service Level Agreement and any Orders, states the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. If an ambiguity or conflict among the following documents, the order of precedence shall be: (a) the terms and conditions of the main body of this Agreement; (b) the terms and conditions of the Service Level Agreement; and (c) the terms and conditions of an Order. All Orders are subject to and governed by the terms and conditions of this Agreement, regardless of whether the Orders reference this Agreement. Any different or additional terms or conditions in any Order, proposal, acknowledgment form or any other document will be of no force or effect and will not become part of the agreement between you and PlanningEdge. If there is another signed, written agreement with respect to the Services executed by officers of your company and of PlanningEdge, then the terms and conditions of such agreement will prevail in the event of a conflict between the terms and conditions of such agreement and those of this Agreement.