

LICENSE AND SOFTWARE SERVICES AGREEMENT

IMPORTANT! BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SOFTWARE.

This License and Software Services Agreement (this "Agreement") is between Exostrategies, Inc., a Colorado corporation located at 1200 E. Hwy 24, Woodland Park, CO 80863 ("Exostrategies") and the individual or entity that has executed this Agreement ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Software Services under this Agreement.

1. AGREEMENT DEFINITIONS

1.1. "Software Services" means, collectively, the Exostrategies software as a service offerings and related Exostrategies Programs listed in Your order and defined in the Software Service Specifications. The term "Software Services" does not include any consulting, implementation or professional services, which require a separate contract with Exostrategies.

1.2. "Exostrategies Programs" refers to the software products owned or licensed by Exostrategies to which Exostrategies grants You access as part of the Software Services, including Program Documentation, and any program updates provided as part of the Software Services. The term "Exostrategies Programs" does not include Separately Licensed Third Party Technology.

1.4. "Program Documentation" refers to the program user manuals for the Exostrategies Programs referenced within the Software Service Specifications for Software Services, as well as any help windows and readme files for such Exostrategies Programs that are accessible from within the Software Services. The Program Documentation describes technical and functional aspects of the Exostrategies Programs.

1.5. "Separate Terms" refers to separate license terms that are specified in the Program Documentation, Software Service Specifications and that apply to Separately Licensed Third Party Technology.

1.6. "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.

1.8. "Software Services Environment" refers to then current cloud platform that Exostrategies utilizes (Windows Azure as of the date of this Agreement) and such other combination of hardware and software components owned, licensed or managed by Exostrategies, to which Exostrategies grants You and Your Users access as part of the Software Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Exostrategies Programs, Third Party Content, Your Content and Your Applications may be hosted in the Software Services Environment.

1.9. "Software Service Specifications" means any terms expressly agreed to in writing by Exostrategies and otherwise, it's standard terms of service for a respective Software Service.

1.10. "Software Services Period" refers to the period of time for which You ordered Software Services as specified in Your order.

1.11. "Third Party Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Exostrategies and made available to You through, within, or in conjunction with Your use of, the Software Services. Examples of Third Party Content include Your data libraries. Third Party Content does not include Separately Licensed Third Party Technology.

1.12. "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Software Services in accordance with this Agreement and Your order.

1.13. "You" and "Your" refers to the individual or entity that has executed this Agreement.

1.14. "Your Applications" means all software programs that You or Your Users provide use in connection the Software Services. Software Services under this Agreement, including Exostrategies Programs, Exostrategies intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."

1.15. "Your Content" means all text, files, images, graphics, illustrations, information and data provided by You or Your Users that reside in, or run on or through, the Software Services Environment.

2. TERM OF AGREEMENT

This Agreement is valid for the order which this Agreement accompanies and if no period is specified for a Software Service, then one year from the date of first receipt of a user account keycode. This agreement does not auto-renew and Software Services will cease unless affirmatively renewed by both Exostrategies and You. This Agreement may also be referenced for any purchase that increases the quantity of the original Software Services ordered (e.g., additional Users), for any Software Services options offered by Exostrategies for the original

Software Services ordered, and for any renewal of the Software Services Period of the original order.

3. RIGHTS GRANTED

3.1 For the duration of the Software Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, free, worldwide limited right and license to access and use the Software Services that You ordered, including anything developed by Exostrategies and delivered to You as part of the Software Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Software Service Specifications. You may allow Your Users to use the Software Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Software Services, including the Exostrategies Programs and Software Services Environment, in excess of the scope and/or duration of the Software Services stated in Your order. Upon the end of the Software Services ordered, Your right to access and use the Software Services will terminate.

3.3 To enable Exostrategies to provide You and Your Users with the Software Services, You grant Exostrategies the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Software Services Period plus any additional post-termination period during which Exostrategies provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Exostrategies may allow providers of those third party programs to access the Software Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Software Services. Exostrategies will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for

the interoperability of such third party programs with the Software Services.

3.4 Except as otherwise expressly set forth in Your order for certain Software Services offerings (e.g., a PC based intranet hosted on Your Server), You acknowledge that Exostrategies has no delivery obligation for Exostrategies Programs and will not ship copies of such programs to You as part of the Software Services.

3.5 The Software Services may require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Exostrategies that govern your use of Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.

3.6 As part of certain Software Services offerings, Exostrategies may provide You with access to Third Party Content within the Software Services Environment. The type and scope of any Third Party Content is defined in the Software Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

3.6 You agree to not use the Software Services for any classified data (or transmit any classified data to Exostrategies) other than as permitted under United States law (including proper permission for all persons accessing any such data).

3.7 You agree not to use the Software Services in any situation where significant damage or injury to persons, property or business could occur from a software error. Without limiting the foregoing, the Software Services are not designed to operate in any active health care environment.

3.8 You agree not to use the Licensed Materials in any manner that would violate US federal, state or local law.

4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Exostrategies or its licensors retain all ownership and intellectual property rights to the Software Services, including Exostrategies Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Exostrategies under this Agreement.

4.2 You may not, or cause or permit others to:

a) remove or modify any program markings or any notice of Exostrategies' or its licensors' proprietary rights;

b) make the programs or materials resulting from the Software Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Software Services You have acquired);

c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Software Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Software Services in order to build or support, and/or assist a third party in building or supporting, products or Software Services competitive to Exostrategies;

d) perform or disclose any of the following security testing of the Software Services Environment or associated infrastructure without Exostrategies' prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and

f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Software Services,

Exostrategies Programs, Software Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.

4.3 The rights granted to You under this Agreement are also conditioned on the following:

a) except as expressly provided herein or in Your order, no part of the Software Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and

b) You make reasonable efforts to prevent unauthorized third parties from accessing the Software Services.

5. SERVICE SPECIFICATIONS

5.1 You agree that that Exostrategies and its third party providers will not be liable or responsible for any failure in, or delay to, the provision of the Software Services or in Exostrategies complying with its obligations under this Agreement where such failure or delay has arisen as a direct or indirect result of:

a) fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, war, terrorism, explosion, sabotage, industrial accident or industrial strike;

b) telecommunications failure, hardware failure or software failure;

c) the failure of any third party to fulfill any obligations to Exostrategies; or

d) any other circumstance or event which is or is not within the reasonable control of Exostrategies.

5.2 You are not a third party beneficiary to our service level terms with any Exostrategies' providers, including cloud platform providers. However, Exostrategies agrees to use reasonable efforts to limit downtime to scheduled events and permitted

downtime under our service terms of service providers to Exostrategies.

5.3 The Software Services are subject to and governed by Software Service Specifications applicable to Your order, but in all cases are limited by the provisions of Section 5.1 except as amended by a documents signed by You and Exostrategies. You acknowledge that use of the Software Services in a manner not consistent with the Software Service Specifications may adversely affect Software Services performance and/or may result in additional fees.

5.4 Exostrategies may make changes or updates to the Software Services (such as infrastructure, security, technical configurations, application features, etc.) during the Software Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Software Service Specifications are subject to change at Exostrategies' discretion; however, Exostrategies changes to the Software Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Software Services provided to You for the duration of the Software Services Period.

6. USE OF THE SOFTWARE SERVICES

6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Software Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By associating Your and Your Users' usernames, passwords and accounts with Exostrategies, You accept responsibility for the timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Exostrategies is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Software Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your

and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Software Services, and agree to notify Exostrategies immediately of any unauthorized use.

6.2 You agree not to use or permit use of the Software Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Exostrategies under this Agreement, Exostrategies reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Exostrategies shall have no liability to You in the event that Exostrategies takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Exostrategies against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Software Services, including for the Exostrategies Programs, as such Patches are generally released by Exostrategies as described in the Software Service Specifications. Except for emergency or security related maintenance activities, Exostrategies will coordinate with You the scheduling of application of Patches, where possible, based on Exostrategies' next available standard maintenance window.

7. EVALUATION SOFTWARE

Exostrategies may make available certain Software Services for trial, non-production purposes. Software

Services for trial purposes must be ordered under a separate Agreement. Software Services acquired for trial purposes are provided on an "as is" and "as available" basis and may not be used with production data or in a commercial environment. Exostrategies does not provide technical or other support or offer any warranties for such Software Services.

8. FEES AND TAXES

8.1 All fees payable to Exostrategies are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Exostrategies must pay based on the Software Services You ordered, except for taxes based on Exostrategies' income. Fees for Software Services listed in an order are exclusive of taxes and expenses.

8.2 Overdue amounts bear interest at the rate of 1% per month.

9. SOFTWARE SERVICES PERIOD; END OF SOFTWARE SERVICES

9.1 Software Services provided under this Agreement shall be provided for the Software Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Software Service Specifications, certain Software Services that are ordered will auto renew for additional Software Services Periods unless (i) You provide Exostrategies with written notice no later than thirty (30) days prior to the end of the applicable Software Services Period of your intention not to renew such Software Services, or (ii) Exostrategies provides You with written notice no later than ninety (90) days prior to the end of the applicable Software Services Period of its intention not to renew such Software Services.

9.2 Upon the end of the Software Services, You no longer have rights to access or use the Software Services, including the associated Exostrategies Programs and Software Services Environments; however, at Your request, and for a period of up to 60 days after the end of the applicable Software Services, Exostrategies will make available to You

Your Content and Your Applications as existing in the Software Services Environment on the date of termination. At the end of such 60 day period, and except as may be required by law, Exostrategies will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Software Services Environment.

9.3 Exostrategies may temporarily suspend Your password, account, and access to or use of the Software Services if You or Your Users violate any provision within the ‘Rights Granted’, ‘Ownership and Restrictions’, ‘Fees and Taxes’, ‘Use of the Software Services’, or ‘Export’ sections of this Agreement, or if in Exostrategies’ reasonable judgment, the Software Services or any component thereof are about to suffer a significant threat to security or functionality. Exostrategies will provide advance notice to You of any such suspension in Exostrategies’ reasonable discretion based on the nature of the circumstances giving rise to the suspension. Exostrategies will use reasonable efforts to re-establish the affected Software Services promptly after Exostrategies determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Exostrategies will make available to You Your Content and Your Applications as existing in the Software Services Environment on the date of suspension. Exostrategies may terminate the Software Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Exostrategies’ initial notice thereof. Any suspension or termination by Exostrategies under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

9.4 If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Exostrategies terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Software Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may

agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Software Services ordered.

9.5 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

10. NONDISCLOSURE

10.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another (“Confidential Information”). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Software Services Environment, and all information clearly identified as confidential at the time of disclosure.

10.2 A party’s Confidential Information shall not include information 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 the disclosure; or (d) is independently developed by the other party.

10.3 We each agree not to disclose each other’s Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; however, Exostrategies will hold Your Confidential Information that resides within the Software Services Environment in confidence for as long as such information resides in the Software Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Exostrategies will protect the confidentiality of Your

Content or Your Applications residing in the Software Services Environment in accordance with the Exostrategies security practices defined as part of the Software Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 11 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

11. DATA PROTECTION

11.1 In performing the Software Services, Exostrategies will comply with the Exostrategies Software Services Privacy Policy, which is available at the Exostrategies web site www.exostrategies.com and incorporated herein by reference. The Exostrategies Software Services Privacy Policy is subject to change at Exostrategies' reasonable discretion to adjust to changes in law and technology.

11.2 The Software Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Software Services Environment, and describe other aspects of system management applicable to the Software Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

11.4 If available, you may purchase, or may be required to purchase, additional Software Services from Exostrategies or Separately Licensed Third Party Technology to address particular data protection requirements applicable to Your business or Your Content.

11.4 We may switch cloud platforms on thirty days advance notice or, in the event of we reasonably believe a threat or vulnerability exists, we may switch

cloud platforms without your consent, but will give prompt notice thereof.

12. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

12.1. Exostrategies warrants that it will perform Software Services in all material respects as described in the Software Service Specifications. If the Software Services provided to You were not performed as warranted, You must promptly provide written notice to Exostrategies that describes the deficiency in the Software Services (including, as applicable, the service request number notifying Exostrategies of the deficiency in the Software Services).

12.2 EXOSTRATEGIES DOES NOT GUARANTEE THAT (A) THE SOFTWARE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT EXOSTRATEGIES WILL CORRECT ALL SOFTWARE SERVICES ERRORS, (B) THE SOFTWARE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY EXOSTRATEGIES, AND (C) THE SOFTWARE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT EXOSTRATEGIES DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SOFTWARE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. EXOSTRATEGIES IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXOSTRATEGIES IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SOFTWARE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. EXOSTRATEGIES DOES NOT MAKE ANY

REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

12.3 FOR ANY BREACH OF THE SOFTWARE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND EXOSTRATEGIES' ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SOFTWARE SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF EXOSTRATEGIES CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SOFTWARE SERVICES AND EXOSTRATEGIES WILL REFUND TO YOU THE FEES FOR THE TERMINATED SOFTWARE SERVICES THAT YOU PRE-PAID TO EXOSTRATEGIES FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

12.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. EXOSTRATEGIES' MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO EXOSTRATEGIES FOR THE SOFTWARE

SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM EXOSTRATEGIES UNDER SUCH ORDER..

14. INDEMNIFICATION

14.1 Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Exostrategies ("Recipient" which may refer to You or Exostrategies depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Exostrategies ("Provider" which may refer to You or Exostrategies depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

14.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the

Recipient may have paid to the other party for such Material. If such return materially affects Exostrategies' ability to meet its obligations under the relevant order, then Exostrategies may, at its option and upon 30 days prior written notice, terminate the order.

14.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Software Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Exostrategies will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Software Services not provided by Exostrategies. Exostrategies will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material made available to You from a third party. Exostrategies will not indemnify You for infringement caused by Your actions against any third party if the Software Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Exostrategies will not indemnify You for any intellectual property infringement claim(s) known to You at the time Software Services rights are obtained.

14.4 The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Software Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Software Services; and (c) in accordance with the usage grant for the relevant Software Services and all other terms and conditions of this Agreement, Exostrategies will indemnify You for infringement

claims for Separately Licensed Third Party Technology to the same extent as Exostrategies is required to provide infringement indemnification for Materials under the terms of the Agreement.

14.5 This Section 14 provides the parties' exclusive remedy for any infringement claims or damages.

15. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SOFTWARE SERVICES

15.1 The Software Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, Software Services, and information of third parties. Exostrategies does not control and is not responsible for such Web sites or any such content, products, Software Services and information accessible from or provided through the Software Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, Software Services and information.

15.2 Any Third Party Content made accessible by Exostrategies in or through the Software Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind.

15.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Software Services Period, and (ii) features of the Software Services that interoperate with third parties depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Software Services.

15.4 Any Third Party Content that You store in Your Software Services Environment will count towards any storage or other allotments applicable to the Software Services that You ordered.

16. SOFTWARE SERVICES TOOLS

Exostrategies may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Software Services and to help resolve Your Exostrategies service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Software Services Environment, except as necessary to provide the

Software Services or troubleshoot service requests or other problems in the Software Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Exostrategies' product and service portfolio, to help Exostrategies address deficiencies in its product and service offerings, and for license and Software Services management.

17. SERVICE ANALYSES

Exostrategies may (i) compile statistical and other information related to the performance, operation and use of the Software Services, and (ii) use data from the Software Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Software Service Analyses"). Exostrategies may make Software Service Analyses publicly available; however, Software Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Software Service Analyses do not constitute Personal Data. Exostrategies retains all intellectual property rights in Software Service Analyses.

18. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Software Services. You agree that such export laws govern Your use of the Software Services (including technical data) and any Software Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Software Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the State of Colorado and You and Exostrategies agree to submit to the exclusive jurisdiction of, and venue in, the courts in Denver and El Paso counties in Colorado in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

20. NOTICE

20.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Exostrategies or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Exostrategies, Inc. at the address first set forth above, ATTN: Legal Department.

20.2 To request the termination of Software Services in accordance with this Agreement, You must submit a service request to Exostrategies at the address specified in Your order or the Software Service Specifications.

20.3 Exostrategies may give notices applicable to Exostrategies' Software Services customer base by means of a general notice by electronic mail to Your e-mail address on record in Exostrategies' account information or by written communication sent by first class mail or pre-paid post to Your address on record in Exostrategies' account information.

21. ASSIGNMENT

You may not assign this Agreement or give or transfer the Software Services (including the Exostrategies Programs) or an interest in them to another individual or entity.

22. OTHER

22.1 Exostrategies is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You shall defend and indemnify Exostrategies against liability arising under any applicable laws, ordinances or

regulations related to Your termination or modification of the employment of any of Your employees in connection with any Software Services under this Agreement. You understand that Exostrategies' business partners, including any third party firms retained by You to provide consulting Software Services or applications that interact with the Software Services, are independent of Exostrategies and are not Exostrategies' agents. Exostrategies is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Software Services as an Exostrategies subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Exostrategies would be responsible for Exostrategies resources under this Agreement.

22.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

22.3 Except for actions for nonpayment or breach of Exostrategies' proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than three years after the cause of action has accrued.

22.4 Exostrategies Programs and Software Services are planning tools and not designed for or specifically intended for use in direct patient health care or direct monitor of any hazardous applications. You agree that it is Your responsibility to ensure safe use of Exostrategies Programs and Software Services in such applications.

22.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Software Services, including such rights and consents as necessary for Exostrategies to perform the Software Services under this Agreement.

22.6 You agree to provide Exostrategies with all information, access and full good faith cooperation reasonably necessary to enable Exostrategies to

provide the Software Services and You will perform the actions identified in Your order as Your responsibilities.

22.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Software Services. You are responsible for making Exostrategies aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Exostrategies will cooperate with your efforts to determine whether use of the standard Exostrategies Software Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Exostrategies or changes to the Software Services.

22.8 Exostrategies may audit Your use of the Software Services (e.g., through use of software tools) to assess whether Your use of the Software Services is in accordance with Your order. You agree to cooperate with Exostrategies' audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Software Services in excess of Your rights. If You do not pay, Exostrategies can end Your Software Services and/or Your order. You agree that Exostrategies shall not be responsible for any of Your costs incurred in cooperating with the audit.

22.9 The purchase of Software Services, professional services, other service offerings, programs or products are all separate offers and separate from any other order. You understand that you may purchase Software Services, professional services, other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

23. ENTIRE AGREEMENT

23.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the

complete agreement for the Software Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Software Services.

23.2 It is expressly agreed that the terms of this Agreement and any Exostrategies order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Exostrategies document and no terms included in any such purchase order, portal, or other non-Exostrategies document shall apply to the Software Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Software Service Specifications) and Section 11 (Data Protection) with respect to the Software Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Exostrategies Store by authorized representatives of You and of Exostrategies. No third party beneficiary relationships are created by this Agreement.