



Master Product Agreement

This Master Product Agreement is made and entered into as of [date] (“Effective Date”), by and between [customer] (“[customer]”), a [company type] with a place of business at [company address] and oAppsNET Group, a limited liability company (“oAppsNET”), having a place of business at 48 Bristlecone Way Black Hawk, CO 80423. [customer] and oAppsNET are sometimes referred to herein singularly as a “Party” and jointly as the “Parties.”

THIS AGREEMENT GOVERNS THE PARTIES RIGHTS AND OBLIGATIONS REGARDING THE USE OF OAPPSNET’S PRODUCTS.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR PRODUCTS, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

DEFINITIONS

When used in this Agreement, the following terms shall have the meanings indicated below:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Notwithstanding the foregoing, [customer]’s Affiliates shall only include [customer] Products Company and its subsidiaries.

“**Agreement**” means this Master Product Agreement.

“**Documentation**” means any written or online materials regarding the proper usage of the Products provided to [customer] by oAppsNET.

“**Beta Products**” means products or functionality that may be made available to [customer] to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“**Content**” means information obtained by oAppsNET from publicly available sources or third party content providers and made available to [customer] through the Products, Beta Products or pursuant to an Order Form, as more fully described in the Documentation.

“**Order Form**” means an ordering document, substantially similar to the Order Form attached hereto as Exhibit 1 – Order Form, specifying the Products to be provided hereunder that is entered into between [customer] and oAppsNET or any of [customer]’s Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, a [customer] Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto and [customer] agrees that it shall be responsible for the [customer] Affiliate’s compliance with this Agreement.

“**Purchased Products**” means Products that [customer] or a [customer] Affiliate purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

“**Products**” means the services and Products that are ordered by [customer] under an Order Form or provided to [customer] under a free trial, and made available by oAppsNET as described in the Documentation.

“**User**” means an individual who is authorized by [customer] to use a service, for whom [customer] has purchased a Product (or in the case of any Products provided by oAppsNET without charge, for whom a service has been provisioned), and to whom [customer] (or, when applicable, oAppsNET at [customer]’s request) has been supplied a user identification and password (for Products utilizing authentication). Users may include, for example, [customer] employees, consultants, contractors and agents, and third parties with which [customer] transacts business.

“**[customer] Data**” means electronic data and information submitted by or for [customer] to the Products.

1. FREE TRIAL

If [customer] registered for a free trial, oAppsNET will make one or more Products available to [customer] on a trial basis free of charge until the earlier of (a) the end of the free trial period for which [customer] registered to use the applicable service(s), or (b) the start date of any Purchased Products ordered by [customer], or (c) termination by oAppsNET in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page.

NOTWITHSTANDING SECTION 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS), DURING THE FREE TRIAL THE PRODUCTS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

2. INTENTIONALLY DELETED

3. OUR RESPONSIBILITIES

3.1. Provision of Purchased Products. oAppsNET will (a) make the Products available to [customer] pursuant to this Agreement and the applicable Order Forms, (b) provide applicable oAppsNET standard support for the Products to [customer] at no additional charge, and/or upgraded support if purchased.

3.2. oAppsNET Personnel. oAppsNET will be responsible for the performance of oAppsNet personnel (including oAppsNet employees and contractors) and their compliance with oAppsNet obligations under this Agreement, except as otherwise specified herein.

3.3. Beta Products. From time to time, oAppsNET may make Beta Products available to [customer] at no charge. [customer] may choose to try such Beta Products or not in [customer]’s sole discretion. Beta Products are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. To the extent [customer] chooses to try such Beta Products, oAppsNET shall provide [customer] with all additional terms which apply to the use of the Beta Products, prior to [customer]’s use of the Beta Products. Beta Products are not considered “Products” under this Agreement, however, all restrictions, reservation of rights and obligations concerning the Products contained in this Agreement, and use of any related non-oAppsNET applications and Content, shall apply equally to the use of Beta Products. Unless otherwise stated herein, any Beta Products trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Products becomes generally available without the applicable Beta Products designation. oAppsNET may discontinue Beta Products at any time at oAppsNET’s sole discretion and may never make them generally available.

4. USE OF PRODUCTS AND CONTENT

4.1 Products. Unless otherwise provided in the applicable Order Form or Documentation, (a) products and access to Content are purchased as Products, (b) Products may be added during a Product term at the same pricing as the underlying Product pricing, prorated for the portion of that Product term remaining at the time the Products are added, and (c) any added Products will terminate on the same date as the underlying Products.

4.2 Usage Limits. Products and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the service or Content may not be accessed by more than that number of Users, (b) a User’s password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the service or Content. If [customer] exceeds a contractual usage limit, oAppsNET may work with [customer] to seek to reduce [customer]’s usage so that it conforms to that limit. If, notwithstanding oAppsNET’s efforts, [customer] is unable or unwilling to abide by a contractual usage limit, [customer] will execute an Order Form for additional quantities of the applicable Products or Content promptly upon oAppsNET’s request, and/or pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).

4.3 [customer]’s Responsibilities. [customer] will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of [customer] Data and the means by which [customer] acquired [customer] Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Products and Content, and notify

oAppsNET promptly of any such unauthorized access or use, (d) use Products and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations. [customer] will not (a) make any service or Content available to, or use any service or Content for the benefit of, anyone other than [customer] or Users, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any service or Content, or include any service or Content in a service bureau or outsourcing offering, (c) permit direct or indirect access to or use of any service or Content in a way that circumvents a contractual usage limit, or use any of oAppsNET Products to access or use any of oAppsNET intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (d) copy a service or any part, feature, function or user interface thereof, (e) copy Content except as permitted herein or in an Order Form or the Documentation, (f) frame or mirror any part of any service or Content, other than framing on [customer]’s own intranets or otherwise for [customer]’s own internal business purposes or as permitted in the Documentation, (g) access any service or Content in order to build a competitive product or service or to benchmark with a non-oAppsNET product or service, or (h) reverse engineer any service (to the extent such restriction is permitted by law). Any use of the Products in breach of this Agreement, Documentation or Order Forms, by [customer] or Users that in oAppsNET’s reasonable judgment threatens the security, integrity, or availability of oAppsNET’s Products, may result in oAppsNET’s immediate suspension of the Products, however, oAppsNET will use commercially reasonable efforts under the circumstances to provide [customer] with notice and an opportunity to remedy such violation or threat prior to such suspension.

5. FEES AND PAYMENT FOR PURCHASED PRODUCTS

5.1. Fees. [customer] will pay all undisputed fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Products and Content Products purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Product term.

5.2. Invoicing and Payment. [customer] will provide oAppsNET with a valid purchase order or alternative document reasonably acceptable to oAppsNET. We oAppsNET will invoice [customer] in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from receipt of the invoice, provided, however, that [customer] shall have no obligation to pay portions of invoices which [customer], acting in good faith disputes. [customer] is responsible for providing complete and accurate billing and contact information to oAppsNET and notifying oAppsNET of any changes to such information. [customer] agrees to pay the undisputed amount invoiced, subject to adjustment when the undisputed amount is resolved.

5.3. Maintenance

Planned preventive measures for the environment are carried out by oAppsNET at scheduled maintenance windows. The defined maintenance windows will be used by oAppsNET only if required to provide the appropriate service quality. [customer] acknowledges that the environment may experience downtime during the scheduled maintenance windows.

Any changes requested by [customer] must be reviewed and approved by oAppsNET on a Monday in order for the change to be implemented by oAppsNet in the next regularly scheduled maintenance window cycle. If [customer]’s requested change is not reviewed and approved in time for implementation within the next scheduled maintenance window cycle, at [customer]’s option, [customer] may request that oAppsNET implement the change on an exception basis (unplanned change) and if oAppsNET approves [customer]’s unplanned change, oAppsNet reserves the right to charge [customer] a change fee. The change fee rates are defined in the Order Form.

| Period | Day and Time |
|----------------------------------|-----------------------------------------------------------|
| Weekly Maintenance Window Cycle | Friday 10 PM PST to Saturday 8 AM PST |
| Monthly Maintenance Window Cycle | 2nd Saturday of each month 10 AM PST to Saturday 8 PM PST |

In addition to the scheduled maintenance windows, there may be from time to time emergency outages required to perform critical fixes, patches, updates, or other urgent maintenance recommended by the software publisher or equipment manufacturer referred to as “Critical Maintenance”. oAppsNet will communicate any critical maintenance to [customer] reasonably in advance and will use reasonable efforts to schedule critical maintenance to minimize the impact of any outage to [customer]’s business operations.

5.4 Service Levels.

oAppsNet’s plan calls for establishing a set of Service Level Agreements (SLAs) that provide immediate gains for the end-user community beginning Day One. oAppsNet will use a process of reviewing and updating these service levels during the first four months until sufficient data is collected and analyzed for modifying service level agreements for ongoing support.

| Issue Priority | Description | Initial Response Time |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| P1 | P1 indicates the downtime of a production system, component, or process. This priority requires immediate attention until resolved. This also takes precedence over all other outstanding or underway development work. | 2 Hours |
| P2 | P2 is an indecisive state, which, if possible, should be promoted to either P1 (if the issue requires immediate attention because of unacceptable impact on production) or P3 with a negotiated commit date. Until the time the issue is resolved, it is P2. The team will work every workday until the issue is resolved, and send a status update to concerned personnel. | 4 Hours |
| P3 | Issues that are not P1 or P2 are P3 or P4. P3 tickets have a negotiated commit date with the requestor to fixing a defect. It is the default priority for most tickets. | 1 Day |
| P4 | P4 tickets are not fixes but these are enhancement requests. Such tickets should always be scheduled against a future release. | 2 Days |

A service ticket can be opened by email or by submitting the ticket via our support desk.

5.5. Overdue Charges. If any undisputed invoiced amount is not received by oAppsNet by the due date, then without limiting oAppsNet’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) oAppsNet may condition future Product renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.6. Suspension of Service and Acceleration. If any undisputed invoiced amount owing by [customer] under this Agreement for Products is 30 or more days overdue, oAppsNet may, without limiting oAppsNet’s other rights and remedies, accelerate [customer]’s unpaid fee obligations under this Agreements so that all such obligations become immediately due and payable, and suspend oAppsNet’s Product to [customer] until such amounts are paid in full. oAppsNet will give [customer] at least 10 days’ prior notice that [customer]’s account is overdue, in accordance with Section 12.5 (Manner of Giving Notice) for billing notices, before suspending the Products.

5.7. Payment Disputes. oAppsNet will not exercise oAppsNet’s rights under Section 5.5 (Overdue Charges) or 5.6 (Suspension of Service and Acceleration) above if [customer] is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.8. Taxes. oAppsNet’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). [customer] is responsible for paying all Taxes associated with [customer]’s purchases hereunder. If oAppsNet has the legal obligation to pay or collect Taxes for which [customer] is responsible under this Section 5.8, oAppsNet will invoice [customer] and [customer] will pay that amount unless [customer] provides oAppsNet with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, oAppsNet is solely responsible for taxes assessable against oAppsNet based on oAppsNet’s income, property and employees.

5.9. Future Functionality. [customer] agrees that [customer]’s purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by oAppsNet regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, oAppsNet and oAppsNet’s licensors and Content Providers reserve all of their rights, title, and interest in and to the Products and Content, including all of their related intellectual property rights. No rights are granted to [customer] hereunder other than as expressly set forth herein.

6.2. Access to and Use of Content. [customer] has the right to access and use applicable Content subject to the terms of the applicable Order Forms, and this Agreement.

7. INTENTIONALLY DELETED

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. [customer]’s Confidential Information includes [customer]’s Data; oAppsNet’s Confidential Information includes the services and Content; and Confidential Information of each Party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement. Neither Party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other Party’s prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, oAppsNET may disclose the terms of this Agreement and any applicable Order Form to a subcontractor to the extent necessary to perform oAppsNet’s obligations to [customer] under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

9.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. oAppsNet Warranties. oAppsNet warrants that during an applicable Product term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of [customer]’s Data, (b) oAppsNet will not materially decrease the overall security of the Products, (c) the Products will perform materially in accordance with the applicable Documentation. oAppsNET will not materially decrease the overall functionality of the Products. For any breach of a warranty above, [customer]’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

9.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA PRODUCTS ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by oAppsNET. oAppsNET will defend [customer] against any claim, demand, suit or proceeding made or brought against [customer] by a third party alleging that any Products, Content or service infringes or misappropriates such third party’s intellectual property rights, or arising from the Products or Content in violation of the Agreement, the Order Form or applicable law (a

“**Claim Against [customer]**”), and will indemnify [customer] from any damages, attorney fees, and costs finally awarded against [customer] as a result of, or for amounts paid by [customer] under a settlement approved by oAppsNET in writing of, a Claim Against [customer], provided [customer] (a) promptly give oAppsNET written notice of the Claim Against [customer], (b) give oAppsNET sole control of the defense and settlement of the Claim Against [customer] (except that oAppsNET may not settle any Claim Against [customer] unless it unconditionally releases [customer] of all liability), and (c) give oAppsNET all reasonable assistance, at oAppsNET’s expense. If oAppsNET receives information about an infringement or misappropriation claim related to any Products or service, oAppsNET may in oAppsNET’s discretion and at no cost to [customer] (i) modify the Products so that they are no longer claimed to infringe or misappropriate, without breaching oAppsNET’s warranties under oAppsNET Warranties above, (ii) obtain a license for [customer]’s continued use of that Product or service in accordance with this Agreement, or (iii) terminate [customer]’s Products for that service upon 30 days written notice and refund [customer] any prepaid fees covering the remainder of the term of the terminated Products. The above defense and indemnification obligations do not apply to the extent a Claim Against [customer] arises from [customer]’s use of the Products in violation of this Agreement or applicable Order Forms.

10.2. Indemnification by [customer]. [customer] will defend oAppsNET against any claim, demand, suit or proceeding made or brought against oAppsNET by a third party alleging that any of [customer]’s Data infringes or misappropriates such third party’s intellectual property rights, or arising from [customer]’s use of the Products or Content in violation of the Agreement, the Order Form or applicable law (each a “**Claim Against oAppsNET**”), and [customer] will indemnify oAppsNET from any damages, attorney fees and costs finally awarded against oAppsNET as a result of, or for any amounts paid by oAppsNET under a settlement approved by [customer] in writing of, a Claim Against oAppsNET, provided oAppsNET (a) promptly gives [customer] written notice of the Claim Against oAppsNET, (b) gives [customer] sole control of the defense and settlement of the Claim Against oAppsNET (except that [customer] may not settle any Claim Against oAppsNET unless it unconditionally releases oAppsNET of all liability), and (c) gives [customer] all reasonable assistance, at [customer]’s expense.

10.3. Exclusive Remedy. This Section 10 states the indemnifying Party’s sole liability to, and the indemnified Party’s exclusive remedy against, the other Party for any type of claim described in this Section 10.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE PRODUCTS GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES’ PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT FOR PURCHASED PRODUCTS” SECTION ABOVE.

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Products hereunder have expired or have been terminated.

12.2. Term of Purchased Products. Term of Products. The term of each Product shall be for 3 years. Except as otherwise specified in an Order Form, Products will automatically renew for an additional 1 year, unless either Party gives the other notice of non-renewal at least 60 days before the end of the relevant Product term.

12.3 Termination. A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in

bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. [customer] may terminate this Agreement at any time without cause, upon 30 days written notice to oAppsNET. If terminated without cause, oAppsNET will be entitled to payment for Products provided to [customer] prior to termination.

12.4 Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5 Surviving Provisions. The sections titled “Fees and Payment For Purchased Products,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement for a period of 2 years.

12.6 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“**Legal Notices**”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to [customer] will be addressed to the relevant billing contact designated by [customer]. All other notices to [customer] will be addressed to the relevant Products system administrator designated by [customer].

12.7 Agreement to Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to conflict of law principles, and each Party agrees jurisdiction and venue shall lie exclusively with the appropriate state courts of Harris County, Texas.

12.8 No Agency. For the avoidance of doubt, oAppsNET is entering into this Agreement as principal and not as an agent for any other salesforce.com company. Subject to any permitted Assignment under Section 13.4, the obligations owed by oAppsNET under this Agreement shall be owed to [customer] solely by oAppsNET and the obligations owed by [customer] under this Agreement shall be owed solely to oAppsNet.

13 GENERAL PROVISIONS

13.1 Export Compliance. The Products, Content, other technology oAppsNET makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. [customer] shall not permit Users to access or use any service or Content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

13.2 Anti-Corruption. [customer] agrees that [customer] has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of oAppsNET employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If [customer] learns of any violation of the above restriction, [customer] will use reasonable efforts to promptly notify oAppsNET’s Legal Department at legal@oAppsNET.com.

13.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between [customer] and oAppsNET regarding [customer]’s use of Products and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. The Parties agree that any term or condition stated in [customer]’s purchase order or in any other of [customer]’s order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

13.4 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party’s prior written consent (not to be unreasonably withheld, conditioned or delayed); provided, however, either Party may assign this Agreement in its entirety (together with all Order Forms), without the other Party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice. In the event of such termination, oAppsNET will refund to [customer] any prepaid fees allocable to the remainder of the term of all Products for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

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

13.6 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.7 Waiver. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

13.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.9 Option Upon Bankruptcy. In the event oAppsNET shall file for protection under the bankruptcy laws as now or hereafter existing, or make an assignment for the benefit of creditors, or pursue any other remedy under any other insolvency laws, and in the event [customer] does not terminate this Agreement in accordance with the provisions of Section 12.3, oAppsNET shall ratify and confirm our obligations to [customer] under this Agreement and [customer]'s right to continue the license to utilize the Products in accordance with the terms and conditions of this Agreement, or upon our failure to do so, to the extent permitted by law, oAppsNET agrees that [customer] shall have the right to acquire a license upon payment of a one-time fee of \$150,000.00.

AUTHORIZED SIGNATURES. The undersigned, each of whom is duly authorized signatories on behalf of oAppsNET and [customer], hereby agree to the foregoing terms.

oAppsNET Group

[customer] Products Company

Signature

Signature

Thomas Korbecki
Printed Name

Printed Name

Managing Partner
Title

Title

Date

Date

**EXHIBIT 1
ORDER FORM**

Customer Billing Information:

Purchasing Detail Information:

| | |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Contact Name: [Contact Name] Company Name: [Company] (“[customer]”) Address: [Address] Email: [email address] | Support Administrator Name: Support Administrator Email: |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

Ordering Information:

This Order Form incorporates the terms and conditions set forth in the Master Products Agreement unless oAppsNET and [customer] have agreed to other terms and conditions in a separate written agreement executed by oAppsNET and [customer], in which case such other terms are incorporated into this Order Form (this Order Form, together with the applicable terms and conditions, is referred to as the “Agreement”). Except as may otherwise be provided in the Agreement: (1) All fees are exclusive of applicable taxes and all travel and living and other reasonable expenses incurred in the provision of the Products, if any, and will be invoiced in full upon the Effective Date of this Order Form; and (2) All invoices shall be paid in accordance with the Agreement. [customer] agrees to provide oAppsNET with such cooperation, materials, information, access and support which are reasonably required to allow oAppsNET to successfully provide the Products specified above. All software to be delivered under this Order Form, if any, will be delivered electronically. The Effective Date of this Order Form is the date it is signed by [customer]. No change or modification to this Order Form shall be effective or binding except as expressly set forth in a written agreement signed by both Parties. [This Order Form is considered each Party's Confidential Information.] Intending to be legally bound, the Parties have had this Order Form executed by their duly authorized representatives.

Additional Terms/Special Instructions: N/A

| Licensed | Product | Product Description | List | Number of Users | Discount | Price |
|----------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------|----------|----------------|
| Yes | AP Portal - Base | Monitor AP shared service center(s) workload Track individual invoices from various sources Allows enterprise collaborate on each invoice Process Vendor disputes Identify potential duplicates Self Service Internal AP Invoice Search Base Accounting reports Search & Review Invoice transaction history | | | | |
| Yes | Simplified Process Flows | 2 Way Match Route To AP Coding Form 3 Way Match Distribution sets Non PO and Non Dist Set WFR Invalid Reason Codes Exceptions Supplemental Attachment Request For Information Key From Image Duplicate Invoice Review | | | | |
| Yes | Business Intelligence | Duplicate Invoice Report AP Accrual (Monthly) Identify Rouge Invoice Flows Capitalize on Invoice Discounts | | | | |
| Yes | Vendor Maintenance | Monitor Supplier On Boarding Supplier On Boarding Workflow Stage Supplier Data for ERP | | | | |
| | Support Contract | Support Description | List | Number of Users | % | Annual / Price |
| N/A | AP Portal Support | Support AP Portal Application | | | | |

Agreed and Accepted:

oAppsNET Group

Signature

Thomas Korbecki

Printed Name

Managing Partner

Title

Date

[customer] Products Company

Signature

Printed Name

Title

Date