Diamond B Technology Solutions, LLC.
MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made by and between Diamond B Technology Solutions, LLC, ("DBTS") and the Entity or Individual ("Client") as listed on the incorporated Statement of Work.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **Definitions.**

   1.1. "Statement of Work": The Statement of Work ("SOW") is a form that sets out the Deliverables (defined below) that DBTS has agreed to supply to the Client including, without limitation, any such paper or web-based Sales Order form or any form that DBTS completes on behalf of the Client in the course of any telephoned order.

   1.2. "Agreement": As used herein, the term "Agreement" shall include this Master Services Agreement ("MSA") and any SOW and/or any Appendices or Addenda attached to a SOW, wherein any and all SOW(S) or Appendices or Addenda thereto which reference the MSA, incorporate the MSA therein by reference in the MSA's entirety. To the extent that there is a conflict between any provision of this MSA and any SOW(S) and/or any Appendix or Addendum thereto, the applicable provision of said the SOW and/or any Appendix or Addendum thereto shall control.

   1.3. "Deliverables": The services and/or materials to be provided by DBTS to Client under this Agreement are described and defined in the SOW and/or any Appendix or Appendices thereto.

2. **Deliverables.**

   2.1. **Selected Deliverables.** In consideration for Client's performance of its obligations hereunder, including receipt by DBTS of the fees described in the SOW and/or Appendices or Addenda thereto, DBTS will provide the Deliverables in accordance with the development and/or delivery schedule(s) and all other terms and conditions set forth in the SOW and/or Appendices or Addenda thereto.

   2.2. **Release of Deliverables.** DBTS shall have no obligation to deliver or release any Deliverables, Website, or portions thereof until all fees and other charges then owing are paid in full per the agreed

upon terms of the SOW and/or Appendices or Addenda thereto.

3. **Client and DBTS's Obligations.**

   3.1. **Notices**. Client shall notify DBTS within seven (7) days, at DBTS' notice address as set forth in the SOW, of any notices served on Client that might adversely affect DBTS, including but not limited to notices of any claims or proceedings that involve any Deliverables. Client shall also promptly notify DBTS as set forth in Section 11.10 of the MSA, at its notice address as set forth in the SOW, of any issues with any Deliverables of which Client becomes aware. DBTS shall notify Client within seven (7) days as set forth in Section 11.10 of this Agreement, at Client's notice address in the SOW of any notices served on DBTS that might adversely affect Client, including but not limited to notices of any claims or proceedings that involve any Deliverables. DBTS shall also promptly notify Client, at its notice address as set forth in the SOW, of any issues with any Deliverables of which DBTS becomes aware including the ability to meet future Deliverables.

   3.2. **Representations and Warranties**. Client represents and warrants that: It has any necessary authorization or rights to use and store any data files and all information contained therein, as well as all trademarks, service marks, trade names, and domain names used in or in connection with the Deliverables, and that all such data files and other material comply with the AUP as defined in Section 9. Any premise or location where DBTS employees or agents may require access to provide the Deliverables will be free of hazards or unreasonably dangerous conditions that are unknown to DBTS and its employees or agents.

   3.3. **Client Responsible for its Own Use of Deliverables**. Client acknowledges and agrees that it is solely and completely responsible for assessing its own internal computer(s), Internet service provider, and/or private lease line needs and that DBTS exercises no control whatsoever over the Internet. Client assumes total and complete responsibility for Client's use of the Deliverables. Client further understands and agrees that: (i) Client is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part through use of the Deliverables, (ii) use of the Deliverables, or lack thereof, does not relieve Client of any professional obligation concerning the preparation and review of such reports and documents, (iii) Client

agrees that it will not rely upon DBTS or the Deliverables for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Client will review any calculations made using the Deliverables and satisfy itself that those calculations are correct.

3.4. **Client Responsible to have Facilities Readied For Installation of Deliverables**. Client acknowledges that Client may be required to provide DTBS' employees or agents access to Client's premise or property for the installation of Deliverables. Client acknowledges that the installation of Deliverables may require multiple visits by DTBS' employees or agents. Client acknowledges and agrees to have the premise and/or location readied for the installation of Deliverables. In the event that the premise or location is not readied for installation of Deliverables at an agreed upon date and DTBS relies upon representations that the premise or location is readied for the installation of Deliverables, then Client will be responsible to reimburse DTBS for the opportunity costs associated with attempting to provide Deliverables and all expenses associated with attempting to provide the Deliverables.

4. **Fees and Payment.**

4.1. **Fees**. Client agrees that it will pay DBTS the fees which are in the amounts and times set forth in the SOW and/or any Appendices or Addenda thereto. Client agrees to reimburse DBTS for DBTS' materials, outside services, and expenses incurred in developing, hosting, and/or providing any maintenance, support, or other services in connection with the Deliverables, including without limitation all software license fees, telecommunications charges, and related travel expenses. Client understands that it will be notified in advance of additional estimated charges by DBTS and Client agrees that DBTS will not perform this work or provide services without authorization from Client.

4.2. **Payment**. Client agrees to pay DBTS according to the payment terms set forth in the SOW and/or any Appendices or Addenda thereto. Client agrees to pay amounts due in U.S. dollars. All taxes and governmental charges that may be applicable for any Deliverables shall be paid by Client. Payment of all invoices shall be due within thirty (30) days of the invoice date. Client agrees to pay a late charge in the amount of one and one-half percent (1.5%) per month, or the highest interest rate permitted by law, whichever is lower, on the unpaid balance of any invoice from DBTS beginning from the thirtieth (30th) day after the date of such invoice.

4.3. **Other Fees**. DBTS agrees to invoice Client on a monthly basis, at DBTS' rates as provided in DBTS' then-current rate card, for any services and/or maintenance requested, other than those specified in the SOW and/or any Appendices or Addenda thereto, and for any accrued but unpaid charges. Any such service and/or maintenance shall be subject to the same protections and restrictions in this Agreement that are applicable to any other Deliverables, unless otherwise agreed by the parties in writing. DBTS reserves the right to update its rate-card rates at its discretion and will inform Client of the rate-card rate update pursuant to Section 11.10 of this Agreement. After providing the updated rate-card, DBTS' rate will be governed by the updated rate-card.

4.4. **Delay.**

4.4.1. **Caused by Client**: In the event that any Deliverable is delayed due to Client's breach of its obligations or warrantees under this Agreement or its failure to timely supply DBTS with necessary information or materials, and such delay exceeds sixty (60) days beyond the schedule set forth in the SOW and/or any Appendices or Addenda, DBTS may elect, solely at DBTS' discretion, to invoice Client on a monthly basis for services performed as if provided in DBTS' then-current applicable rate card. The preceding remedy shall be available to DBTS in addition to any other available remedy.

4.4.2. **Caused by DBTS**: In the event that any Deliverable is delayed due to DBTS' breach of its obligations, DBTS will not bill or invoice Client for any Deliverables ordered but not fulfilled. Delay of the initial services is also grounds for termination as defined in Section 5.2.

5. **Term and Termination.**

5.1. **Term.** This Agreement shall be effective as of the Effective Date of the Agreement (initial term) and shall continue until termination. This Agreement shall remain in effect so long as one or more of any Sow and/or Appendices or Addenda are in effect.

5.2. **Termination**. Either party shall have the right to terminate this Agreement in the event: (i) the other party fails to comply with any of the terms and conditions of this Agreement and such default has not been cured within thirty (30) days after written notice sent in accordance with Section 11.10 of this Agreement of such default to the other party; or (ii) the other party (A) terminates or suspends its business, (B) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (C) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (D) has

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wound up or liquidated, voluntarily or otherwise. Client may terminate the Agreement if DBTS is delayed in fulfilling deliverables for more than thirty (30) days from the mutually agreed initial delivery date as defined in 4.4. In addition to the foregoing, DBTS may terminate this Agreement immediately upon written notice (i) if Client breaches the AUP or Confidentiality terms, or (ii) if Client is 45 days or more past due on any payments owed to DBTS, both of which are a material breach of the Agreement.

5.3. **Renewal**. This Agreement shall continue for the Initial Term stipulated on the SOW and/or any Appendices or Addenda, and unless terminated as provided in this Agreement, shall automatically renew for additional successive twelve (12) month Terms. At least thirty (30) days prior to the expiration of the Initial Term or at least thirty (30) days prior to the expiration of any renewal Term, either Party may give written notice of nonrenewal and termination to the other Party at the other Party's Notice Address provided in the SOW and/or any Appendices or Addenda thereto and subject to Section 11.10, if the party does not wish to renew this Agreement in respect of such Service, subject in all cases to earlier termination as defined in 5.2. Absent timely notice of termination, all Deliverables shall continue in force unless terminated as defined in 5.2. DBTS reserves the right to increase fees associated with each renewal Term, upon at least forty five (45) days' written notice to Client prior to commencement of the renewal Term.

5.4. **No Liability for Termination**. DBTS shall not incur any liability or compensation obligation whatsoever for any damage (including, without limitation, damage to or loss of goodwill or investment), loss or expenses of any kind suffered or incurred by Client arising from or relating to any termination of this Agreement pursuant to the terms hereof.

5.5. **No Refunds.** No refunds of prepaid amounts will be given for early termination by Client.

5.6. **Effect of Termination.** The rights and obligations of DBTS and Client regarding confidentiality, indemnity, and ownership shall survive termination of this Agreement. All other rights and obligations of the parties, including all services, shall terminate immediately upon any termination of this Agreement, other than rights and obligations that have accrued prior to termination. Nothing contained herein shall limit any remedies that DBTS may have for default of Client under this Agreement nor relieve Client of any of its obligations incurred prior to such termination. Upon termination, the client is responsible for removal and retrieval of all copies of client data stored on DBTS Infrastructure. Upon termination by

DBTS for breach of either condition set forth in the last sentence of Section 5.2, Client will provide DBTS (1) access to retrieve physical Deliverables from Client's premise or location, (2) access for DBTS to remove any software or other code on Client's computers or servers, and (3) that Client agrees that the software and code may be disabled by DBTS through other means than through physically entering or accessing Client's premise(s) or location(s).

5.7. **Limitation of Liability upon Termination**. IN THE EVENT OF TERMINATION OF THIS AGREEMENT, OR OF SUSPENSION OR TERMINATION OF ACCESS TO ANY SERVICES OR DATA PURSUANT TO THIS AGREEMENT OR ANY ADDITIONAL SOWS AND/OR ANY APPENDICES OR ADDENDA THERETO, DBTS SHALL HAVE NO FURTHER DUTY TO MAINTAIN ANY DELIVERABLES UPON ANY DBTS INFRASTRUCTURE, AND DBTS SHALL NOT BE LIABLE TO CLIENT BECAUSE OF SUCH TERMINATION OR SUSPENSION FOR COMPENSATION, REIMBURSEMENT OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INCIDENTAL AND CONSEQUENTIAL DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS SUBSECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR DBTS TO ENTER INTO THIS AGREEMENT, THAT DBTS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATION OF LIABILITY AS SET FORTH HEREIN, AND THAT THIS LIMITATION OF LIABILITY IS INTENDED TO BE IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY IN THIS AGREEMENT.

6. **Ownership**

6.1. **Intellectual Property.** DBTS owns and shall retain all right, title and interest (including, without limitation, all Intellectual Property Rights), in and to the network and any corrections, enhancements, updates or other modifications thereto, whether made by Client, DBTS or any third party and to any intellectual property created by DBTS and/or DBTS' agents in the course of providing the Deliverables. Client acknowledges that the services granted under this Agreement does not provide Client with title to or ownership of the network and/or any intellectual property created by DBTS and/or DBTS' agents during the course of providing the Deliverables, but only a right of limited use under the terms and conditions of this Agreement. Client retains right to all Client data, Client software and Client system

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elements developed and provided by Client for hosting on DBTS or affiliate systems. DBTS acknowledges no title or ownership to Client provided elements.

6.2. **DBTS Materials Subject to Intellectual Property Rights Owned by DBTS**. Except as expressly provided otherwise in this Agreement, DBTS shall own all Deliverables, excluding hardware installed to provide the Deliverables, and any other materials developed by DBTS in the course of providing Deliverables (collectively, "DBTS Materials"). Subject to DBTS's receipt of all applicable fees, DBTS grants to Client a nonexclusive, nontransferable license to use DBTS Materials during the term of this Agreement and in accordance with its terms and conditions. The terms and conditions of the license and any maintenance required on any software are set forth in the Software License and Maintenance Agreement Terms and Conditions, attached hereto as Appendix A Client shall not use the DBTS Materials other than in conjunction with the use of the Deliverables or Website as provided herein. Client shall not modify, adapt, reproduce, distribute, resell, retransmit, merge with any other program, prepare derivative works based on, demonstrate, translate, or reverse engineer, decompile, disassemble or otherwise attempt to derive source code from any DBTS Materials, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, and then only after first giving DBTS written notice at DBTS' notice address set forth in the SOW and/or any Appendices or Addenda and subject to the provisions of Section 11.10 of its intention to engage in such activity within one month thereof to permit DBTS to determine for itself beforehand if such activity is so permitted. Client expressly agrees that it shall not loan, rent, lease, transfer, sublicense, distribute, market, or grant to any third parties any DBTS Materials or any rights therein or thereto, or make the DBTS Materials available to any third party in connection with any time-sharing, service bureau, data processing, or similar arrangement. Client will take all steps necessary to protect DBTS' proprietary rights in DBTS' Materials, including but not limited to the proper display of copyright, trademark, trade secret and other proprietary notices on any copies of the DBTS Materials.

6.3. For certain SOWs and/or any Appendices or Addenda thereto, DBTS may purchase and install equipment on behalf of Client. Client will take all steps to protect the equipment prior to transfer of ownership of the equipment as set forth in Section 6.4.

6.4. **No Transfer Until Payment Received**. All Deliverables shall remain the property of DBTS until all payments pursuant to the SOW and/or any Appendices or Addenda set forth therein have been received by DBTS and DBTS provides a writing acknowledging such transfer.

7. **Confidentiality**

7.1. **Confidential Information.** DBTS and Client (singularly "Party" or together "Parties") agree that any information exchanged between Client and DBTS under this agreement remains confidential information. This includes all data that is transmitted to and from DBTS' servers and information that Client stores on DBTS' servers. It also includes, but is not limited to, the provisions of this Agreement, SOWs and/or any Appendices and Addenda and pricing related to this Agreement. During the period this Agreement is in effect and for three (3) years after its termination, both Parties and their employees and agents shall maintain the confidentiality of this information and shall not sell, license, sublicense, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Neither Party shall disclose any such information concerning the price or terms of service to persons not an employee of Client or DBTS without prior written consent from the other Party. The Parties agree that they will take appropriate action by instruction, agreement and otherwise with their respective employees and agents to satisfy its obligations under this Agreement with respect to use, protection and security of confidential information. The Parties agree to immediately notify the other Party of unauthorized disclosure or use of any of this confidential information and to assist in remedying such unauthorized use or disclosure of confidential information. Each Party shall be entitled to disclose the existence of this Agreement, but Parties agree that the terms and conditions of this Agreement shall be confidential information. It is further understood and agreed that money damages may not be a sufficient remedy in the event of any breach of obligations under this Section, and that in the event of any such breach, the affected Party shall be entitled to seek injunctive relief, in addition to any other rights or remedies provided by law. Confidential information does not include information that (a) was available to the public through no fault of recipient, or (b) recipient already possessed prior to receipt from Discloser, or (c) recipient acquired from a third party without obligation of confidence, or (d) was independently developed by or for recipient.

8. **Indemnification, Limitation of Liability and Warranty Disclaimer.**

8.1. **Indemnification**. Client agrees to indemnify, defend and hold DBTS and its subsidiaries, affiliates, and the respective officers, directors, agents, advisors, partners, sponsors, employees and independent contractors of each harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content, data, materials or information Client submits, posts to or transmits to or through DBTS' network, Client's use of the network or reliance upon any materials provided through DBTS' network, or Client's violation of the terms and conditions set forth herein, or Client's use or disclosure of any content, data, materials or other confidential information received through DBTS, Client's negligence, omissions or misconduct, Client's violation of any rights of another party, or Client's participation in or conducting of any transaction (or failure to conduct or complete a transaction) through DBTS' network. DBTS agrees to indemnify, defend and hold Client and its subsidiaries, affiliates, and the respective officers, directors, agents, advisors, partners, sponsors, employees and independent contractors of each harmless from any claim or demand, including reasonable attorneys' fees, arising out of DBTS' negligence, omissions, misconduct or breach of this agreement. This provision shall survive the expiration or termination of this Agreement.

8.2. **Disclaimer of Warranty**. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, DBTS HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CLIENT.

8.3. **Limitation of Liability**. DBTS' ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL COMPENSATION PAID BY CLIENT TO DBTS HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT FROM WHICH SUCH LIABILITY ARISES. DBTS DISCLAIMS ANY DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO THIS AGREMENT. CLIENT ACKNOLEDGES THE DISCLAIMER OF ALL DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT AND THAT CLIENTS SOLE REMEDY IS TO RECOVER THE TOTAL COMPENSATION PAID BY CLIENT TO DBTS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT FROM WHICH SUCH LIABILITY ARISES. CLIENT ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT, THAT THE PRICE OF THE DELIVERABLES PROVIDED HEREUNDER IS PREDICATED ON THE ENFORCEABILITY OF THE FOREGOING LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES, AND THAT THE PRICE WOULD BE SUBSTANTIALLY HIGHER IF DBTS COULD NOT LIMIT ITS LIABILITY AND DISCLAIM WARRANTIES AS PROVIDED HEREIN. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. CLIENT AGREES THAT ANY EFFORTS BY DBTS TO MODIFY ANY DELIVERABLES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THUS SOME PORTION OF THE LIMITATIONS DESCRIBED ABOVE MAY NOT APPLY TO CLIENT. IN SUCH JURISDICTIONS, DBTS' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8.4. **Third Party Beneficiaries**. Each party shall be liable only to the other. Each party expressly disclaims any liability to or for the benefit of any other third parties.

9. **Acceptable Use Policy (AUP)**

9.1. DBTS publishes an Acceptable Use Policy, which is attached as Appendix B to this Agreement.

9.2. The Client must comply with the Acceptable Use Policy at all times during the Term.

9.3. DBTS may change the Acceptable Use Policy from time to time at DBTS' discretion and DBTS will give the Client no less than fourteen (14) days of notice of such change and thereafter the Client must comply with the Acceptable Use Policy as changed. DBTS will not make changes to the Acceptable Use Policy

that are unreasonable or that undermine the purpose of this Agreement.

10. Service Level Agreement (SLA)

10.1. DBTS publishes a Service Level Agreement which is attached hereto as Appendix C to this Agreement.

10.2. DBTS may change the Service Level Agreement from time to time at DBTS' discretion and the updated SLA will go into effect as defined in the Renewal paragraph in Section 5.3 of the Agreement or upon the execution of any subsequent Sales Order.

11. Miscellaneous

11.1. **Survival**. Those provisions of this Agreement that by their terms, nature, or sense survive any termination or expiration of this Agreement shall so survive in accordance with their terms, including, but not limited to, Sections 4, 5, 6 and 7.

11.2. **Assignment; Benefit**. The parties agree that this Agreement shall be binding upon their respective successors, assigns, heirs, administrators, executors or transferees of any and every nature.

11.3. **Force Majeure**. With the exception of Client's payment obligations, neither party shall be liable for failure to comply with any of the terms of this Agreement to the extent that such failure was caused by fire, flood, earthquake, storm damage, war, insurrection, government restrictions, telecommunications outages, Internet outages, power outages, force majeure, or other causes beyond that party's reasonable control.

11.4. **Applicable Law; Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Montana, without regard to its choice of law rules. The exclusive venue for any action under this Agreement shall be in Yellowstone County, State of Montana or the United States District Court, District of Montana, and Client agrees to accept the personal jurisdiction of such courts. The United Nations Convention on Contracts for the Sale of Goods shall not apply to this Agreement.

11.5. **Entire Agreement.** This Agreement constitutes the entire agreement between DBTS and Client with respect to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard thereto, and supersedes any and all other written or oral agreements existing between the parties hereto regarding the subject matter of this Agreement. Client agrees that it has not entered into this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any

rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

(a) <u>U.S. Government Restricted Rights</u>. The Product is a commercial product, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Product, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

11.6. **Export Law Assurances.** Client agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other agency or authority of the United States or other applicable countries, and not to transfer, or authorize the transfer, of the Product(s) to a prohibited country or otherwise in violation of any such restrictions or regulations.

11.7. **Captions**. Section headings have been included in the Agreement merely for convenience of reference. They are not considered part of this Agreement, or to be used in the interpretation thereof.

11.8. **Severability**. In the event that any court of competent jurisdiction determines that any provision of this Agreement is unreasonable or unenforceable for any reason, it is the intention of the parties that said provision be enforced to the fullest extent permitted by law, that the Agreement shall thereby be reformed, and that in any event the remaining provisions of this Agreement shall remain in full force and effect.

11.9. **Modification**. No modification, amendment, or discharge of the Agreement (including but not limited to any change orders) will be valid unless it is in writing and duly executed by both parties.

11.10. **Notices**. Any notices under this Agreement shall be deemed given when delivered, if delivered in person, or sent via facsimile or electronic mail (with confirmation of receipt), overnight courier, or certified or registered mail (postage prepaid) to the other party at the address set forth below. Either party may, by notice in writing to the other party, change the address to which notices to that party are to be given.

11.11. **Contact Person**. The principal contact person whose name is set forth on the signature page of the SOW and/or any Appendices or Addenda to this Agreement shall act as a liaison between DBTS and Client and shall have sufficient authority to grant or

communicate the granting of all necessary approvals. The respective contact person may be substituted by either party by written notice to the other party.

11.12. **Waiver**. No failure or delay by either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof. The waiver by one party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by that party or any other provisions of this Agreement.

11.13. **Attorneys' Fees**. In the event an action, including arbitration, if any, is brought to enforce any provision of, or to declare a breach of, this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs, including the attorneys' fees incurred by the prevailing party.

11.14. **Compliance with Applicable Laws.** Client shall at all times comply with all laws and regulations applicable to any use of the Product(s), including, but not limited to, do not call and do not fax regulations. Client shall indemnify and hold DBTS, its officers, directors, agents and employees, harmless from and against any and all claims related, in whole or in part, to Client's failure to comply with such laws and/or regulations.

11.15. **Remedies Not Exclusive**. The remedies provided for in this Agreement at law or in equity are cumulative, not exclusive. The election of one or more such remedies by a party does not constitute a waiver of that party's right to pursue other remedies.

11.16. **No Agency or Joint Venture**. This Agreement shall not be deemed to create a partnership or joint venture or other relationship other than that of contracting parties.

11.17. **Marketing.** Unless specifically revoked in writing, Client hereby authorizes DBTS to use Client's name and/or logo on the DBTS website, printed marketing documents, and other correspondence with prospective customers for the purpose of marketing DBTS products and services. Should Client choose to revoke their authorization, DBTS will discontinue use of Client's name and/or logo within 60 days of receipt of notice.

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

1.   Definitions.

"Intellectual Property Rights" means all copyright rights, patent rights, trademark rights, trade secret rights, moral rights, rights of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all applications therefor and registrations, renewals, continuations, continuations in part and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

"Product" means the software product(s) described in the Statement of Work (SOW) which incorporates the Master Services Agreement (MSA) of which this document is an Appendix.

"Term" means the term of the Agreement as set forth in the SOW.

2.   License.

(a) Grant. Subject to the terms and conditions of this Agreement, DBTS grants Licensee, under DBTS's Intellectual Property Rights, a limited, nonexclusive, non-transferable license, without the right to sublicense, to use the Product(s) for Licensee's internal business purposes for the term set forth in the SOW in the following territory only: the United States and Canada. Any additional restrictions on the scope of the license shall be set forth in the SOW. This license shall be automatically revoked if Licensee's use of the Product(s) exceeds the restrictions set forth on the Software License and Maintenance Agreement Cover Sheet.

(b) Restrictions. The license set forth above does not include any rights to and Licensee shall not (i) reproduce (except as expressly set forth herein), modify, translate or create any derivative work of all or any portion of the Product(s); (ii) sell, rent, lease, loan, provide, distribute or otherwise transfer all or any portion of the Product(s); (iii) reverse engineer, reverse assemble or otherwise attempt to gain access to the source or object code of all or any portion of the Product(s); (iv) display or disclose the Product(s) to

any person other than as expressly permitted herein; (v) use the Product(s) for third-party training or commercial time-sharing use; (vi) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by DBTS on or in any Product; or (viii) cause or permit any third party to do any of the foregoing. Licensee agrees that only DBTS shall have the right to maintain, enhance or otherwise modify the Product.

(c) Reservation of Rights. Except as expressly set forth in this Section 2, DBTS reserves all rights and grants Licensee no licenses of any kind hereunder, whether by implication, estoppel, or otherwise.

3.   Financial Consideration.

(a) License Fees. In consideration for the license granted by DBTS under this Agreement, Licensee shall pay DBTS the license and other fees in the amounts and in accordance with the payment terms set forth in the SOW (the "Fees"). All amounts are payable in United States Dollars. Any amounts not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed by law.

(b) Taxes. Licensee is solely responsible for the payment of any taxes (including any sales, use, excise, ad valorem, property, withholding, value added tax, or other tax and any income tax withheld at source), tariff, duty or assessment levied or imposed by any government authority that may be owing in connection with Licensee's use of or access to the Product(s), exclusive of taxes based on DBTS's net income. DBTS reserves the rights to have Licensee pay any such taxes as they fall due to DBTS for remittance to the government authority. Licensee shall hold harmless DBTS from all claims and liability arising from Licensee's failure to report or pay any such taxes.

(c) Audit. DBTS reserves the right, upon reasonable prior notice to Licensee and during Licensee's normal business hours, to audit Licensee's use of the Product(s) to confirm compliance with this Agreement. In the event any audit of Product usage by Licensee reveals any underpayment of license fees, Licensee shall promptly pay DBTS any shortfall and reimburse DBTS the reasonable costs of such audit.

4. Ownership. DBTS or its Licensor owns and shall retain all right, title and interest (including, without limitation, all Intellectual Property Rights), in and to the Product(s) and any corrections, bug fixes, enhancements, updates or other modifications thereto, whether made by DBTS or any third party. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title to or ownership of the Product, but only a right of limited use under the terms and conditions of this Agreement. All information or feedback provided by Licensee and its employees and agents to DBTS with respect to the Product(s) shall be DBTS's property and deemed confidential information of DBTS.

5. Confidentiality. Licensee agrees that the Product(s) contains valuable trade secrets and confidential information of DBTS, including, but not limited to, the specifications, functionality and performance thereof, that are not published by DBTS and that are the exclusive property of DBTS. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and shall not sell, license, sublicense, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Licensee shall not disclose any such information concerning the Product(s) to persons not an employee of Licensee without DBTS's prior written consent. Licensee agrees that it will take appropriate action by instruction, agreement and otherwise with Licensee's employees and agents to satisfy its obligations under this Agreement with respect to use, protection and security of DBTS's confidential information. Licensee agrees to immediately notify DBTS of the unauthorized disclosure or use of the Product(s) and to assist DBTS in remedying such unauthorized use or disclosure. Each party shall be entitled to disclose the existence of this Agreement, but Licensee further agrees that the terms and conditions of this Agreement shall be confidential information of DBTS, and Licensee shall not disclose the same to any third party. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of Licensee's obligations under this Section 5 by Licensee, its employees or agents. In the event of any such breach, DBTS shall be entitled to seek equitable relief, in addition to any other rights or remedies provided by law. Confidentiality is reciprocal in which the DTBS shall maintain the confidentiality of Information, including geological, geophysical, and Production information, obtained by DBTS while performing Work, including but not limited to information

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6. WARRANTY DISCLAIMER. DBTS MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO PRODUCTS OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. DBTS DOES NOT WARRANT THAT ANY PRODUCT, SERVICE OR ANY PART THEREOF WILL MEET LICENSEE'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, OR THAT ANY ERRORS IN THE PRODUCT WILL BE CORRECTED.

7. Infringement. DBTS shall defend or settle, at its own expense, any action against Licensee to the extent based upon a claim that a Product infringes any valid United States patent issued as of the Effective Date or worldwide copyright or trade secret of an unaffiliated third party and will pay such damages or costs as are finally awarded against Licensee attributable to such claim, provided that Licensee (i) notifies DBTS promptly in writing of any such action, (ii) gives DBTS sole control of the defense and/or settlement of such action, and (iii) gives DBTS all reasonable information and assistance (at DBTS's expense, excluding time spent by Licensee's employees or consultants). Should the Product become, or in the opinion of DBTS be likely to become, the subject of such an infringement claim, DBTS may, at its option: (i) procure for Licensee the right to use the Product free of any liability; (ii) replace or modify, in whole or in part, the Product to make it non-infringing; or (iii) discontinue the Product, or part thereof, in which case DBTS shall reimburse Licensee for any fees paid for a period in which the Product is not available to Licensee. DBTS assumes no liability hereunder for: (i) any method or process in which the Product may be used; (ii) any

compliance with Licensee's specifications; (iii) use of other than a current unaltered release of the Product; (iv) modification of the Product by anyone other than DBTS; or (v) the combination, operation or use of the Product with non-DBTS programs or data if such infringement would have been avoided by the combination, operation or use of the Product with other programs or data.

THIS SECTION 7 SETS FORTH DBTS'S ENTIRE LIABILITY AND OBLIGATION AND LICENSEE'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCT OR ITS REPRODUCTION OR USE.

8.   Maintenance and Support.

        (a) Services. During the term of the Software License and Maintenance Agreement entered into by and between the parties for the Product(s) listed on the SOW, DBTS will provide maintenance and support as set forth in the SOW.

9.   Exclusions. The Services do not include the following: (a) addressing performance problems due to computer failure or incompatibility; (b) providing consulting services for conversions, mergers, relocation, custom programming, strategy meetings, creation of additional databases, or similar consulting services; (c) addressing performance problems resulting from Licensee's equipment or environment; (d) providing services requires as a result of unauthorized repairs or alterations to the Product(s); (e) providing electrical work external to the system; (f) providing any services required as a result of negligence or misuse of the Product(s) on the part of Licensee; (g) providing services necessary to repair damage caused by fire, accident, transportation, or other events beyond the control of DBTS; and (h) providing services relating to use of the Product(s) outside the scope or term of the applicable Software License and Maintenance Agreement.

10.   LIMITATION OF LIABILITY. DBTS' ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR DAMAGES UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL COMPENSATION PAID BY LICENSEE TO DBTS HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT FROM WHICH SUCH LIABILITY ARISES. DBTS DISCLAIMS ANY DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO THIS AGREMENT. CLIENT ACKNOLEDGES THE DISCLAIMER OF ALL DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT AND THAT CLIENTS SOLE REMEDY IS TO RECOVER THE TOTAL COMPENSATION PAID BY CLIENT TO DBTS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT FROM WHICH SUCH LIABILITY ARISES. LICENSEE ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT, THAT THE PRICE OF THE DELIVERABLES PROVIDED HEREUNDER IS PREDICATED ON THE ENFORCEABILITY OF THE FOREGOING LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES, AND THAT THE PRICE WOULD BE SUBSTANTIALLY HIGHER IF DBTS COULD NOT LIMIT ITS LIABILITY AND DISCLAIM WARRANTIES AS PROVIDED HEREIN. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. LICENSEE AGREES THAT ANY EFFORTS BY DBTS TO MODIFY ANY DELIVERABLES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THUS SOME PORTION OF THE LIMITATIONS DESCRIBED ABOVE MAY NOT APPLY TO CLIENT. IN SUCH JURISDICTIONS, DBTS' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11.   Technical Requirements.

        (a) Licensee is responsible for obtaining a browser that satisfies Licensor's browser requirements. Licensee is solely responsible for obtaining Internet service to each personal computer from which Licensee will access the Product(s). Licensee may select Internet service via T-1 lines, DSL lines, and other sources that may become available from time to time, but the throughput of communications will depend on Licensee's selection of Internet services and other factors, which include, but are not limited to, Licensee's selection of Internet services and other factors, which include, but are not limited to, Licensee's computer equipment and network system. Licensee acknowledges that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet, and Licensee expressly assumes such risks.

(b) The Product will be hosted on a web server owned and/or operated by DBTS at DBTS's principal place of business or other location(s) as determined by DBTS. DBTS will provide all equipment, software and services necessary for operation and maintenance of its host computer systems.

(c) Licensee is responsible for separately obtaining an ISP account with an Internet connection for communicating to DBTS's server as described in 11(b). Licensee is responsible for providing a computer system compatible with DBTS's requirements for acceptable access of the Product(s) by Licensee.

12.   Term and Termination.

(a) Effect of Termination. The rights and obligations of DBTS and Licensee in Sections 2(b), 4, 5, 6, 7, 10, 12(c), 12(d) and 13 shall survive termination of this Agreement. All other rights and obligations of the parties, including all licenses, shall terminate immediately upon any termination of this Agreement, other than liabilities that have accrued prior to termination. Upon termination of this Agreement, Licensee shall cease all use of the Product(s). Nothing contained herein shall limit any other remedies that DBTS may have for the default of Licensee under this Agreement nor relieve Licensee of any of its obligations incurred prior to such termination.

(b) No Liability for Termination. Neither party shall incur any liability or compensation obligation whatsoever for any damage (including, without limitation, damage to or loss of goodwill or investment), loss or expenses of any kind suffered or incurred by the other party arising from or relating to any termination of this Agreement pursuant to the terms hereof, whether or not such party is aware of any such loss or expenses. Termination is not the sole remedy, and except as otherwise provided herein, all other remedies remain available to each party.

Appendix B
ACCEPTABLE USE POLICY

1. **General.**

   The Client acknowledges that Diamond B Technology Solutions, LLC. ("DBTS") may provide elements of the telecommunications/computer network facilities underlying the Deliverable(s) provided.

   The use of DBTS's telecommunications/computer network facilities ("DBTS Network") is subject to the following terms, breach of which may result in suspension or termination of the Client or End User's right to use the Deliverable:

   The DBTS network may only be used for lawful purposes. Transmission of any material through the DBTS network, or use of any part of it, in violation of any US law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law, and/or the sending of unsolicited electronic mail.

   The Client shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).

   The Client acknowledges that DBTS is unable to exercise control over the content of any information passing over the DBTS network and that DBTS does not monitor or exercise any editorial control over the information passing over the DBTS network. The Client further acknowledges that DBTS hereby is excluded from all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents thereof, or the scrambling of any information or data.

2. **Network and System Security.**

   The Client is prohibited from violating, or attempting to violate system or network security. Any violations may result in criminal or civil liability to the Client. DBTS will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected.

3. **Email.**

   The sending of unsolicited electronic mail messages using the Deliverable is explicitly prohibited. Emails may be considered unsolicited unless all recipients have explicitly opted in to receive such emails from the sender or are expecting to receive email from the sender.

   All emails shall comply with the CAN-SPAM act of 2003 and all its revisions and updates.

In the event that the Client is in breach of any provision of this schedule, DBTS shall be entitled to suspend services forthwith without notice.

Dated March 30, 2015