These Terms & Conditions comprise a MASTER AGREEMENT ("Agreement") between **Winmill Software, Inc**, " a Nevada corporation, with a principal address of 1501 Broadway, Suite 12060, New York, NY 10036, ("**Winmill**") and Client signatory to a Winmill Software Letter of Agreement or Statement of Work (**"Client").** Each is a "Party" or collectively, the "Parties". This Agreement governs the purchase of Products and Services by Client from Winmill and takes effect on the date a Letter of Agreement or applicable Statement of Work has been signed.

1. Definitions.

1.1 ***Certain Defined Terms.*** For purposes of this Agreement:

"Client Confidential Information" means Client Technology and information which relates to Client's research, development, systems, employees, customers, or business that Client designates in writing to Winmill as confidential.

"Client Technology" means Client's network, routers, switches, computers, communication lines and other equipment, hardware, software or data used in Client's business.

"Confidential Information" when used without a modifier shall mean each applicable party's Confidential Information as separately defined above.

"Deliverables" means work product created by Winmill for Client as work for hire, as defined by a Statement of Work, and shall include all application source code, images, designs, business and analytic processes, architectural design documents, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.

"Products" means any third-party hardware, software, documentation, accessories, cabling, material, supplies, parts, and other goods, and any related Product Maintenance, that Winmill resells to Client, except any Product Maintenance specifically included in any Services.

"Product Maintenance" means any maintenance and support of any hardware, software, documentation, accessories, cabling, material, supplies, parts, or other goods that are performed by a third party.

"Purchase Order" means a purchase order or other similar document or communication from Client to Winmill delivered in connection with a sales quote or a SOW.

"Services" means specific business or technology consulting services, requested by Client that are set forth in a particular SOW.

"Statement of Work" or "SOW" means a statement of work, quote, letter of agreement or other agreement (and any appendices, attachments and exhibits thereto) that defines the services to be performed by Winmill under this Agreement.

"Winmill Confidential Information" means: (i) this Agreement and any Orders and SOWs; (ii) Winmill Materials and Winmill Resources; (iii) other information which relates to Winmill's business (including methods, processes or techniques utilized in Winmill Resources); and (iv) other non-public information, including sales quotes, business plans, clients, technology, or financials that Winmill designates in writing to Client as confidential.

"Winmill Materials" means all work product that is owned by Winmill, is not a work for hire Deliverable, and is provided to Client as part of or in conjunction with a Statement of Work, Winmill Materials may include software programs, application modules, scripts, patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

"Winmill Resources" means all software, documentation, information and materials used by Winmill, or by Winmill's contractors on behalf of Winmill, in Winmill's performance under this Agreement.

1.2 ***Other Defined Terms.*** If a capitalized term used in this Agreement is not defined in Section 1.1 above, then that term shall have the definition ascribed to that term elsewhere in this Agreement.

2. Orders.

Client shall place an order for Products or Services (each, an "Order") by: (i) with respect to Products, submitting the Order to Winmill on Client's standard Purchase Order form, an alternate order form approved by Winmill, or electronic means acceptable to Winmill; or (ii) with respect to Services, executing and delivering to Winmill a SOW. Client's Order shall be deemed to incorporate these terms and conditions with or without reference in the Order to this Agreement. If the Order is for Products, Client acknowledges that it is also bound by all licensing terms from the Product manufacturer. Orders for Products shall identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. All Orders are subject to acceptance by Winmill, which acceptance may be evidenced by: (a) with respect to Products, either a written confirmation of Winmill acceptance sent by email, facsimile, or other means, or by shipment of the Products; or (b) with respect to Services, by the execution and delivery of the SOW by Winmill. Except as provided in Section 13.2 below, no Orders for Products may be terminated, cancelled, or rescheduled without Winmill's consent. If Client asks Winmill to cancel or reschedule a Product Order less than ten (10) days before the original scheduled shipping date, and Winmill consents to such cancellation or reschedule, then such Order shall be subject to a charge of fifteen percent (15%) of the total invoice amount relating to the affected Products. Winmill reserves the right to allocate sales of Products and Services among its customers in its sole discretion.

3. Products.

3.1 ***Delivery and Title.*** Most software Products shall be delivered to Client via electronic download. For those that are not, all shipments by Winmill are F.O.B. Origin (Winmill's facility or the facilities of any Winmill supplier) and all transportation charges shall be paid by Client in addition to the price of the Products. Subject to Winmill's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Client and title and risk of loss shall thereupon pass to Client. Selection of the carrier and delivery route shall be made by Winmill unless specified by Client. Winmill shall use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Client's requested delivery dates. Client acknowledges that delivery dates provided by Winmill are estimates only and that Winmill is not liable for failure to deliver on such dates, provided that Winmill will use commercially reasonable efforts to inform Client of delivery status. Winmill reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Client of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Client to cancel other installments.

3.2 ***Acceptance and Returns.*** All sales are final except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance of the Products shall be Client's responsibility. Client is deemed to have accepted the Products unless written notice of rejection is received by Winmill within ten (10) days after delivery of the Products. Client waives any right to revoke acceptance thereafter. Client shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products shall be accepted by Winmill without a Return Material Authorization ("RMA") and associated number, which may be issued by Winmill in its sole discretion. Returned Products must be in their original, unaltered, undamaged condition, and must be returned in the original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Client, freight collect.

3.3 ***Export Control.*** The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Client agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Client acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

3.4 ***Intellectual Property.*** If a Product Order includes software or other intellectual property that is owned by Winmill or a third party , such software or other intellectual property is provided by Winmill to Client subject to any applicable copyright(s) and user license(s), the terms and conditions of which may be set forth in a license agreement (from Winmill or such third party) (a) accompanying

such software or other intellectual property, or (b) a license agreement or other terms and conditions from Winmill or such third party as set forth in a statement of work, letter or agreement, purchase order or otherwise. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

4. Services.

4.1 ***SOWs.*** The Services provided by Winmill to Client under this Agreement, and any additional terms and conditions for such Services, shall be defined in a SOW. SOWs may include: (i) a description of the Services and the Deliverables to be provided by Winmill; (ii) the timeframe for the Services and compensation to be paid to Winmill; (iii) any additional terms and conditions for the Services; and (iv) each party's responsibilities. Each SOW must be signed by a duly authorized representatives of the Client to be effective (provision of an SOW to Client by Winmill implicitly provides Winmill authorization). Notwithstanding the foregoing, any changes to a SOW shall be made in writing and signed by duly authorized representatives of both parties. Each SOW shall be attached to, incorporated into, and governed by this Agreement by reference.

4.2 ***Personnel.*** Winmill and Client shall each designate a project representative. All Winmill and Client personnel assigned to participate on their behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in a SOW, each party has the right to determine the assignment and re-assignment of its personnel. Winmill's obligations under this Agreement may be performed by divisions, subsidiaries, or affiliates of Winmill. Winmill also may engage services of independent contractors or subcontractors selected by Winmill to assist Winmill in the performance of its duties hereunder, provided that Winmill shall remain liable for any such independent contractors and subcontractors acting on Winmill's behalf.

4.3 ***Ownership and License.***

4.3.1 ***Ownership.*** All rights and title to any Deliverables shall belong to Client when delivered to and fully paid for by Client. All rights and title to Winmill Materials shall belong to Winmill, subject to the license expressly granted in this Agreement. All rights and title to Winmill Resources shall belong to Winmill, without any license with respect thereto Client or any third party. All rights not expressly granted by Winmill hereunder are reserved by Winmill.

4.3.2 ***License.*** Subject to Client's performance under this Agreement, including without limitation the timely payment of all amounts owed to Winmill, Winmill hereby grants to Client a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use and execute Winmill Materials, so long as they are not used for the manufacture or marketing of goods or services competitive with those of Winmill, subject to all other provisions of this Agreement, including Section 6.

4.4 ***Client Obligations.*** In connection with the Services provided under each SOW, Client shall, at all times and diligently and in good faith, comply with Winmill's reasonable requests to furnish Winmill, at Client's expense: (i) all technical matter, data, information and operating supplies, together with knowledgeable personnel, as reasonably determined by Winmill to be necessary for the performance of the SOW; (ii) access to Client Technology, and Client personnel; and (iii) any other specific obligations of the Client set forth on a SOW.

5. Payment Terms.

5.1 ***Prices.*** Prices shall be as specified by Winmill and shall be valid for the period specified in the Winmill sales quote or the SOW (as applicable). If no period is specified, prices shall be valid for thirty (30) days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Winmill's costs or other circumstances beyond Winmill's reasonable control. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value added and similar taxes or charges imposed by any government authority; domestic and international shipping charges; forwarding agent's and broker's fees; consular fees; document fees; and import duties. If Winmill shall be liable for or shall pay any of the foregoing (with the exception of any Winmill income or employee taxes), same shall be paid by Client to Winmill in addition to the price of the Products and Services.

5.2 ***Expenses.*** Reimbursable expenses must be pre-approved by Client. Client shall reimburse Winmill for pre-approved expenses incurred in connection with the performance of the Services, including travel expenses, lodging, meals, parking fees, copying charges, delivery charges, postage, telephone charges and other related expenses.

5.3 ***Due Date; Late Payments.*** Amounts due for each Product (other than Product Maintenance) may be invoiced by Winmill upon delivery of the Product to the carrier at the point of origin; as such, an order for multiple Products may result in multiple invoices. Amounts due for Product Maintenance may be invoiced by Winmill upon Winmill's receipt of the applicable third party invoice for such Product Maintenance. Amounts due for Services may be invoiced by Winmill monthly or as otherwise expressly provided in the SOW. Client agrees to pay the net amount of each invoice without offset or deduction within 30 days after the date of Winmill's invoice (unless otherwise noted on the invoice). If any amount is not paid upon the due date, Winmill shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the date due.

5.4 ***Credit Approval; Application of Payment.*** All SOWs and Orders are subject to credit approval by Winmill. Any payment received from Client may be applied by Winmill against any obligation owing from Client to Winmill.

5.5 ***Security Interest (Product Sales Only).*** Client hereby grants to Winmill a security interest in each and every Product purchased hereunder, together with any proceeds thereof. Client hereby irrevocably appoints Winmill and/or its designee as its attorney-in-fact to execute and file any financing statements or other applicable documents that are necessary to perfect Winmill's security interest. Winmill shall have all rights and remedies for breach provided under applicable law with respect to each security interest. As to each Product, Winmill's security interest shall terminate when Winmill has received all amounts due to Winmill for that Product.

5.6 ***Leasing Option.*** Winmill may from time to time, in its sole discretion, offer Client the option of leasing Products through a third party instead of directly purchasing the Products from Winmill. The Client must provide Winmill with notice and the identity of the lessor before Winmill accepts the applicable Order. The exercise of this option is subject to acceptance by Winmill on terms and conditions established by Winmill in its sole discretion, which shall include: (i) prior to shipment of the Products or commencement of the Services, Client must provide Winmill with the lessor's purchase order; and (ii) no later than five (5) days after the delivery of all of subject Products or commencement of the subject Services, Client must provide Winmill and the lessor with a signed "Certificate of Acceptance" or other similar document used to confirm the lease arrangement for the applicable Products and/or Services. Client shall be solely responsible for the lease transaction, and shall remain liable for all of its payment obligations and other obligations hereunder notwithstanding such lease.

6. Intellectual Property; Confidentiality.

6.1 ***Intellectual Property Rights.*** Each party (the "Receiving Party") acknowledges the claim of the other party (the "Disclosing Party") that the Disclosing Party's Confidential Information constitutes valuable trade secrets of the Disclosing Party. The Receiving Party shall give immediate written notice to the Disclosing Party of any claim of infringement of which it becomes aware with respect to any of the Disclosing Party's Confidential Information. The Receiving Party agrees not to use, copy, modify, transfer, download, merge, or make any translation or derivative work of the Disclosing Party's Confidential Information except as expressly provided in this Agreement. In no event shall the Receiving Party: (i) cause or permit the disassembly, reverse compilation or other decoding of any software in the Disclosing Party's Confidential Information; or (ii) remove or destroy any copyright notices, other proprietary markings or confidentiality legends placed upon or contained within the Disclosing Party's Confidential Information and shall further copy the same on all copies. The Receiving Party further agrees not to impair or infringe the Disclosing Party's Confidential Information and shall maintain the same free of all liens, taking all reasonable steps to confirm proper ownership of and title in the Disclosing Party's Confidential Information.

6.2 ***Confidentiality.*** The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Receiving Party's obligations under this Agreement, and to advise the Receiving Party's employees, agents, independent contractors and representatives of their obligations to keep such information confidential. The Receiving Party shall take

reasonable precautions to protect the confidentiality of such information, at least as stringent as the Receiving Party takes to protect its own Confidential Information. Confidential Information of the Disclosing Party shall not include information that: (i) at the time of its disclosure, or thereafter, becomes publicly known (through means other than a party's breach of this Agreement); (ii) was known to the Receiving Party as of the time of its disclosure without any obligation of confidentiality; (iii) is independently developed by the Receiving Party; or (iv) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party or any other party. This Agreement does not transfer to the Receiving Party any title to or ownership rights in the Disclosing Party's Confidential Information. Upon termination of this Agreement, the Receiving Party shall promptly return or delete any Confidential Information of the Disclosing Party which it has in its possession.

7. Client Technology.

Client agrees that if, in the course of performing the Services, it is necessary for Winmill to access or use the Client Technology, Winmill is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to access and use the Client Technology solely for the purposes of delivering the Services to Client.

8. Warranties and Disclaimers.

8.1 ***Product Warranties.*** ALL PRODUCTS ARE PROVIDED BY WINMILL "AS IS." WINMILL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS AND EXPRESSLY EXCLUDES AND DISCLAIMS THE WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FINTNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. Winmill hereby transfers to Client, to the extent transferable, whatever transferable warranties and indemnities Winmill receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. Client, recognizing that Winmill is not the manufacturer of Product, expressly waives any claim that Client may have against Winmill based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Winmill on account of any such claim made against Client by a third party.

8.2 ***Service Warranties.***

8.2.1 ***Winmill Services.*** Winmill warrants that Winmill shall provide the Services in a professional, workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence.

8.2.2 ***Third Party Services.*** Winmill makes no independent warranty with respect to any Services performed by a third party. Winmill hereby transfers to Client whatever transferable warranties and indemnities Winmill receives from the applicable third parties that perform Services ("Service Providers"), including any transferable warranties and indemnities respecting patent infringement.

8.3 ***Disclaimers.*** EXCEPT FOR THE EXPRESS LIMITED REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING SERVICES, DELIVERABLES, WINMILL MATERIALS, OR PRODUCTS PROVIDED BY WINMILL, EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, CONDITION, OR INCREASED EFFICIENCY OF USE OF CLIENT TECHNOLOGY. WINMILL DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.

9. Infringement and Indemnification.

9.1 ***Infringement.*** Winmill agrees to defend or settle, at its option or discretion, any claim against Client alleging that any Deliverable or Winmill Material directly infringes any U.S. patent, copyright, or trademark; provided that: (i) the subject Deliverable or Winmill Material is used strictly as permitted by this Agreement; and (ii) Client gives Winmill prompt written notice of each such claim, tenders to Winmill the defense or settlement of each such claim at Winmill's expense, and cooperates with Winmill, at Winmill's expense, in defending or settling each such claim. If Winmill receives notice of an alleged infringement, or if Client's use of the subject Deliverable or Winmill Material shall be prevented by permanent injunction, Winmill may, at its sole option and expense, procure for Client the right to continue using such items as provided hereunder, modify such items so that they are no longer infringing, or replace such items with other items of equal or superior functional capability. THE RIGHTS GRANTED TO CLIENT UNDER THIS SECTION 9.1 SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND WINMILL'S SOLE OBLIGATION FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.

9.2 ***Indemnification.*** The parties shall, at their respective sole expense, defend (through attorneys selected by or acceptable to the other party), indemnify, and hold harmless each other and any of their parents, affiliates and subsidiaries from any and all third party claims, lawsuits, actions, demands, losses or causes of actions, damages, benefits, judgments, settlements, costs, expenses, taxes, contributions, penalties or fines arising from: (i) any negligent act or omission or willful misconduct on the part of one party (and/or its employees and/or any person or entity acting on that party's behalf); (ii) any injuries or death to any party personnel, or any damage to a party's property, arising in connection with the Services, except as may result from the gross negligence or willful misconduct of the offending party or its employees or agents; (iii) the occurrence or nonoccurrence of any event alleged to be proximately caused by the failure of any Client Technology; (iv) any claim that the Client Technology infringes any third party patent, trademark, copyright or other right; or (v) any claim based on Winmill compliance with Client's designs, specifications or instructions, or modification of any products by parties other than Winmill, or use in combination with other products.

10. Limitations of Liability.

10.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, REMOVAL, REINSTALLATION, OR REPROCUREMENT COSTS, LOSS OF PROFIT, REVENUE, DATA, CUSTOMERS, OR GOODWILL, OR CLIENT TECHNOLOGY DAMAGE, FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO ALL CAUSES OF ACTION OR CLAIMS OF RELIEF UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING TORT, INDEMNIFICATION, BREACH OF CONTRACT, AND BREACH OF WARRANTY.

10.2 WITH THE EXCEPTION OF BREACH OF CONFIDENTIALITY OR OR INDEMNITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S RECOVERY FROM THE OTHER PARTY FOR ANY CLAIM EXCEED (I) THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR (II) THE AMOUNTS PAID FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL OF THE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND THAT THE PRICES OF SERVICES AND PRODUCTS ARE DETERMINED IN PART BY TAKING INTO ACCOUNT THE EXISTENCE OF THE LIMITATIONS.

10.3 No action arising out of the performance of any Services pursuant to this Agreement may be brought by either party more than two (2) years after such cause of action accrues, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

11. Insurance.

Winmill and Client, respectively, shall be responsible, at their own cost and expense, for maintaining in effect the following types and amounts of insurance insuring against claims, demands or actions arising out of or in relation to the Services provided pursuant to this Agreement: (i) workers' compensation insurance in an amount sufficient by virtue of the laws of the states where the Services are performed; (ii) general liability insurance in which the limit of liability for injuries, including accidental death, and property damage, is no less than $1,000,000 for any one occurrence; and (iii) automobile liability insurance in which the limit of liability for injuries, including accidental death, and property damage is no less than $1,000,000 for any one occurrence. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed.

Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

12. Client Assumption of Risk.

Notwithstanding anything to the contrary contained anywhere in this Agreement (including any SOWs), Client understands and acknowledges that in the normal course of business a risk exists that unauthorized persons or entities may, among other things, gain access to, attach and/or impair the confidentiality, integrity, availability and/or operability of the Client Technology, including misappropriation, alteration, disabling or erasure of Client Technology whether at the time of implementation or at some unknown future time, and/or other actions that could temporarily or permanently cause damage to all or part of the Client Technology and/or business operations resulting in economic harm to Client. Client understands, acknowledges, accepts, and assumes the risk that events such as those described above may occur notwithstanding that Winmill has used reasonable efforts to provide any Services in a professional, workmanlike manner.

13. Term and Termination.

13.1 ***Term.*** This Agreement shall be effective as of the Effective Date, and shall remain in full force until the Product licenses have expired or SOW completed unless otherwise terminated under the terms of this Section 13.

13.2 ***Termination.***

13.2.1 Subject to the terms of Section 13.3.1 below, either party may terminate this Agreement for any reason (with or without cause) at any time by giving the other party at least sixty (60) days' prior written notice, provided that the party seeking termination is not in default under this Agreement.

13.2.2 If Winmill believes in good faith that Client's ability to make payments may be impaired, or if Client fails to pay any invoice when due and does not make such payment within ten (10) days after receipt of notice from Winmill of such failure, Winmill may, in its sole discretion, either: (i) suspend delivery or performance of any SOW or Order, or any remaining balance thereof, until such payment is made; or (ii) terminate any SOW or Order, or any remaining balance thereof. In either event, Client shall remain liable to pay for any Products already shipped, any Services already performed, and all non-standard Products (as designated by Winmill) ordered by Client.

13.2.3 Either party may terminate a SOW or an Order upon a material breach of the SOW or Order by the other party, if the breaching party does not cure the breach within (a) thirty (30) days after receipt of written notice from the other party specifying a non-monetary breach, and (b) five (5) days after receipt of written notice from the other party specifying a monetary breach .

13.3 ***Effects of Termination.***

13.3.1 All SOWs and Orders existing at the time of termination of this Agreement shall remain in effect and shall be performed under the terms of this Agreement (all of which shall survive with respect to such SOWs and Orders), except for any SOWs or Orders terminated under Section 13.2 above.

13.3.2 If Client terminates this Agreement, an order, a Statement of Work, or a portion thereof, then Client shall pay for all work in process (including charges for labor and materials) and all products ordered as of the effective date of termination for the particular SOW or order, as applicable. For terminated fixed-fee services, Client shall pay a pro-rata percentage of the entire project cost, based on the work effort expended through termination date, as determined exclusively by Winmill. For terminated time and materials services, Client shall pay Winmill for all hours worked through the date of termination.

13.3.3 If a SOW includes future product orders (i.e. license renewals or annual maintenance), and that SOW is terminated by Winmill for cause (including nonpayment) or by Client without cause, then payment for all future orders shall become immediately due and payable, and shall be paid by Client to Winmill upon the effective date of such termination.

13.3.4 If a SOW specifies a term for which Winmill shall provide Services to Client (e.g. 36 months), and that SOW is terminated by Winmill for cause (including nonpayment) or by Client without cause, then all future, recurring Service fees associated with the remaining term of such SOW shall become immediately due and payable, and shall be paid by Client to Winmill upon the effective date of such termination.

13.3.5 The exercise of the right to terminate this Agreement and any SOW or Order shall be in addition to any other right and remedy provided in this Agreement or existing at law or equity that is not otherwise excluded or limited under this Agreement.

13.3.6 Termination terms for application hosting, co-location and disaster recovery services are subject to additional termination terms & conditions to be supplied with SOW.

14. Miscellaneous Provisions.

14.1 ***No Hiring.*** During the term of this Agreement and for one (1) year thereafter, parties will neither solicit nor hire any employee or contractor of the other party who was engaged under this agreement or subsequent Statements of Work, for employment or contract work. For purposes of clarification, the phrase "solicit" will not include general public advertisements or job postings. In the event of a breach of this Section, the parties agree that the non-breaching party's damages would be difficult to ascertain, and that liquidated damages equal to one (1) year of the solicited individual's then-current base compensation shall constitute a reasonable estimate of such damages and not a penalty. This liquidated damages remedy shall be the non-breaching party's sole and exclusive remedy for a violation of this Section.

14.2 ***Independent Contractor.*** Winmill, its personnel, agents, subcontractors and independent contractors are not employees or agents of Client and are acting as independent contractors with respect to Client. Neither party is, nor shall be considered to be, an agent, distributor, partner, joint venturer or representative of the other party for any purpose, and neither party shall have the authority to act on behalf of, or in the name of, or to bind the other party in any manner whatsoever.

14.3 ***Force Majeure.*** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than the payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage or dispute, governmental act or failure of the Internet, power failure, energy interruption or shortages, other utility interruption, telecommunications interruption provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

14.4 ***Entire Agreement; Construction; Modifications.*** This Agreement, including any and all SOWs and Orders, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, oral or written. The parties further agree that there are no other inducements, warranties, representations or agreements regarding the matters herein between the parties except as expressly set in this Agreement. In the event of any conflict between this Agreement and any sales quote or Order, this Agreement shall control, except that in the event of any conflict between this Agreement and a SOW, the SOW shall control. As used herein, the term "including" shall mean "including, without limitation"; the term "includes" as used herein shall mean "includes, without limitation"; and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. This Agreement may not be modified, amended or altered in any manner except by a written agreement signed by both parties, and any attempt at oral modification shall be void and of no effect.

14.5 ***Purchase Orders.*** Winmill SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CLIENT, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

14.6 ***Assignment.*** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party. Any attempted assignment or delegation by one party without such consent will be void and the other party may immediately terminate this Agreement for cause. Except as provided above, this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their

successors and assigns. Each party agrees that this Agreement may be assigned by the other party to a successor or an acquiring organization.

14.7 ***No Waiver.*** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

14.8 ***Governing Law; Dispute Resolution.***

14.8.1 **Mediation.** The parties shall attempt to resolve their claims, disputes, and matters arising out of or relating to this Agreement, or the breach thereof, by mediation administered by the American Arbitration Association in accordance with its Mediation Procedures in effect on the date of the Agreement, unless Winmill and Client agree to a different mediation process. A request for mediation shall be made in writing, delivered to the other party and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a request for arbitration but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 30 days from the date of filing, unless stayed for a longer period by agreement of the parties. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in New York, New York unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14.8.2 **Arbitration**. Any claims, disputes, and matters arising out of or relating to this Agreement, or the breach thereof, which are not resolved by mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the date of the Agreement, unless both parties select another arbitral forum to which both parties consent to in writing. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall notice be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations, whichever shall first occur. The location of the arbitration proceedings shall be in New York, New York. The parties agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the arbitration to permit injunctive relief and the parties agree to comply with same. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law. The Arbitrator shall be required to adhere to the terms of this Agreement and all provisions of the Contract Documents, and shall base the award only upon the evidence presented. The parties will share in the arbitrator's fee. The arbitrator will have the discretion and authority to award fees and costs to the prevailing party if there is a determination the other party acted in bad faith.

14.8.3 **Governing Law.** New York law shall govern this Agreement and any arbitration. No Federal Acquisition Regulations shall be construed to apply to Winmill without Winmill's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is held n to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

14.9 Marketing. Subject to Client review and mutual consent, Client agrees that Winmill may refer to Client by name, logo, trade name, service marks and trademarks ("Marks") and may briefly reference Client's business in Winmill's marketing, promotional and other related materials and on Winmill's web site, and Client hereby grants Winmill a limited license to do so.

14.10 Survivability. All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, payment, and no hiring, and any other provisions which must survive in order to give effect to their meaning, shall survive the termination of this Agreement.

14.11 Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; or (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid. All notices shall be addressed to the parties at the addresses specified on a SOW.

14.12 Headings; Counterparts. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

14.13 No Third Party Beneficiaries. Nothing contained in this Agreement is intended, or shall be interpreted, to create third party beneficiaries of or under this Agreement.