



By completing the online signup Agreement, **COMPANY or INDIVIDUAL** ("COMPANY"), contracts with **ONESITE, Inc.** ("ONESITE") an Oklahoma Corporation, to provide a right to use license (RTU) of the ONESite Social Core<sup>®</sup> software operated exclusively in ONESite's Software as a Service Platform and client services as described by the terms and conditions set forth in this Agreement and as supplemented by the terms and conditions agreed to in any subsequent Statement of Work and other attachments and incorporated herein by reference.

### 1. Project and Term

This Agreement shall begin as of the Effective Date of the Agreement and shall continue for one month ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive one month terms (each a "Successive Term") unless COMPANY or ONESITE delivers to the other written notice of its desire to terminate at least 30 days prior to the expiration of the Initial Term or any Successive Term or a new agreement to replace this one is executed by the parties and concerns the subject matter hereof. Sections 4, 5, 6, 7, 8, 9, 10, 11, 12 and 16 will survive the termination of this Agreement. During the term of this Agreement, ONESITE will provide to COMPANY such services as are described in a Statement of Work ("SOW"). NO OBLIGATION FOR ANY SERVICES OTHER THAN PROVIDING THE SOCIALCORE<sup>®</sup> SOFTWARE, PRODUCTS OR COSTS SHALL BE INCURRED BY EITHER PARTY UNTIL A SOW OR OTHER WRITTEN CHANGE REQUESTS HAVE BEEN EXECUTED IN ACCORDANCE WITH THIS AGREEMENT. Any changes to a SOW or additional requests for work after execution of the initial SOW shall require a mutually executed Change Request or an additional SOW.

### 2. Project Administration

COMPANY shall designate an employee to be its Project Manager. The Project Manager or his/her designee shall have day-to-day responsibility for ensuring that COMPANY shall perform its obligations under this Agreement, for authorizing payments, and for generally directing the work to be performed by ONESITE.

ONESITE shall designate an employee to be its Project Manager. The Project Manager or his/her designee shall have day-to-day responsibility for interacting with COMPANY Project Manager, and for supervising the daily progress and completion of work performed by ONESITE.

The Project Managers or their designated representatives shall meet as needed, but at least monthly, to review progress and to resolve problems related to the completion of the Statement of Work.

### 3. Execution of Change Requests or Additional Statements of Work

COMPANY may request ONESITE to perform additional Services not specified in the SOW and ONESITE may provide COMPANY with a proposal based on such request. If the additional services are enhancements to any SOW, and the parties agree on the scope, pricing and/or man-time rates, and other related requirements affecting the proposed Services, ONESITE shall draft a Change Request which shall include the terms and conditions of such agreement. Each Change Request shall include, at a minimum, a description of the Services to be performed, the required Delivery Date(s) for the Deliverables and the payment schedule for the Services. Each Change Request may also include such other terms and conditions, as the parties deem necessary or appropriate. The provisions of a Change Request shall constitute binding obligations upon the parties only after an authorized representative of each party has signed the Change Request. Neither party shall be subject to any rights nor obligations with respect to requested Services until both parties have properly executed a Change Request. All Change Requests shall be subject to the terms and conditions of this Agreement, except that each Change Request shall constitute an amendment to this Agreement with respect to any additional terms and conditions applicable exclusively to such Change Requests.

Any functionality requested by COMPANY not in the SocialCore® functionality listed in Attachment C shall require a Change Request (Attachment D) mutually agreed upon and executed by COMPANY AND ONESITE.

IF COMPANY's request for additional services represents a separate project, ONESITE shall draft a new SOW. Neither party shall be subject to any rights or obligations with respect to requested project until a SOW statement of work has been properly executed by both parties. All SOWs shall be subject to the terms and conditions of this Agreement, except that each SOW shall constitute an amendment to this Agreement with respect to any additional terms and conditions applicable exclusively to such SOW.

#### **4. Disclaimer of Warranties and Representations**

Except for the warranties set forth herein, ONESITE DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ONESITE KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, ONESITE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN COMPANY WITH RESPECT TO THE SERVICES OR ANY PART THEREOF.

#### **5. Exclusion of incidental and Consequential Damages**

Independent of, several from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND - including lost profits, loss of business, or other economic damage, and further including injury to property - ARISING FROM THE SERVICES OR AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

#### **6. Maximum Aggregate Liability**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ONESITE, EXCLUDING ONESITE'S MAXIMUM AGGREGATE LIABILITY FOR INFRINGEMENT OF ANOTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS DESCRIBED IN SECTION 16 HEREOF OR OTHERWISE ("INFRINGEMENT") (WHICH LIMITATION IS DESCRIBED IN THE BELOW PARAGRAPH), TO THE COMPANY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY COMPANY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER FOR THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXTEND BEYOND THE AMOUNTS PAID TO ONESITE FOR THE SERVICES PROVIDED HEREIN DURING THE LAST THREE MONTHS BEFORE SUCH CLAIM OR CLAIMS.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE AGGREGATE LIABILITY OF ONESITE AND THE COMPANY FOR INFRINGEMENT SHALL NOT EXCEED THE LESSER OF (i) \$250,000 OR (II) THE AMOUNT PAID BY THE COMPANY TO ONESITE FOR SERVICES PROVIDED HEREIN DURING THE LAST THREE MONTHS BEFORE SUCH CLAIM OR CLAIMS.

#### **7. Intentional Risk Allocation**

ONESITE and COMPANY each acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The warranty disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

## 8. Arbitration

Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration in Oklahoma City, Oklahoma, before and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award rendered in that arbitration will be binding on the parties hereto, and judgment upon the award can be entered by any court having jurisdiction thereof. Without detracting from the generality of the foregoing, the following specific provisions will also apply:

- (i) The proceedings will be held by a panel of three arbitrators, each party having the right to select one arbitrator, with the third to be selected in accordance with the Rules of the American Arbitration Association;
- (ii) The parties, by mutual agreement, can also provide that all or part of the arbitration proceedings be held outside of Oklahoma City, Oklahoma; in this event, the parties will equally bear any special expenses resulting from that decision;
- (iii) Before rendering their final decision, the arbitrators will first act as friendly, disinterested parties for the purpose of helping the parties reach compromise settlements on the points in dispute; and
- (iv) The costs of the arbitration will be in the discretion of the arbitrators, provided, however, that no party is obliged to pay more than its own costs, the costs of the arbitrator it has nominated, and the cost of the third arbitrator.

## 9. Payments To ONESITE

Except for any initial fees due immediately at SOW or Change Request execution, ONESITE rates are based upon billing one month in advance for the next months services and for any excess charges or consulting time incurred in the previous month. All remittances but the initial fees for any SOW or Change Request shall be due within thirty (30) days of each such billing being presented.

## 10. Confidential Information

All information disclosed to COMPANY by ONESITE (including, but not limited to, Network Design, Software Systems or Application, Proprietary Methodologies, Web Hosting Systems, Solution Templates, ONESITE Customer Information, and other records, documents and information concerning ONESITE products, services, ideas and concepts) shall be considered highly confidential and valuable proprietary information not previously released or available to the public and such information is recognized and acknowledged by both Parties to possess competitive value ("Confidential Information").

All information disclosed to ONESITE by COMPANY (including, but not limited to, Financial Information, Personnel Information, Physical Assets Information, Customer Information, and other records, documents and information concerning COMPANY products, services, ideas and concepts) shall be considered highly confidential and valuable proprietary information not previously released or available to the public and such information is recognized and acknowledged by both Parties to possess competitive value ("Confidential Information").

## 11. Use of Confidential Information

COMPANY and ONESITE mutually agree that the other party's Confidential Information will be used solely by it to perform the requirements of this Agreement and that it will not disclose any Confidential Information to anyone, except employees of ONESITE and COMPANY who need to know it for the purpose of such performance. All employees will be required to agree to be bound by this Agreement to the same extent as if they were parties thereto prior to the disclosure to them of any Confidential Information. ONESITE and COMPANY will use reasonable safeguards against the unauthorized disclosure of the Confidential Information.

## 12. Title to Proprietary Material

- (a) **ONESITE Title.** ONESite provides software and services to COMPANY in a business relationship known as software as a service (SaaS). No work done or deliverables provided by ONESite under this Agreement,

any SOW, or any Change Request will constitute Work Made for Hire. Title to the ONESite Proprietary Material and the copyrights, trademarks, computer source code, domain names, patents and other intellectual property rights thereto pertaining at all times shall remain with ONESite which shall have the exclusive right to protect the same by copyright or otherwise. The term "ONESite Proprietary Material" as used herein, shall mean the materials, documents, ideas, software, algorithms, know-how, concepts and other means used to provide the services to COMPANY, including, but not limited to, the software SocialCore® (including analysis, design and construction models including both source and object code), the case studies or models, the solution templates, domain names, the ONESite customer information, and the improvements and enhancements made thereto, ONESite owns all code written by ONESite. COMPANY has a Right to Use (RTU) license only for the duration of this Agreement and as long as COMPANY continues to pay service fees outlined in any SOW or Change Request.

- (b) **COMPANY Title.** Title to the COMPANY Proprietary Material and the copyrights, trademarks, computer source code, domain names, patents and other intellectual property rights thereto shall remain with COMPANY which shall have the exclusive right to protect the same by copyright or otherwise. The term "**COMPANY Proprietary Material**" as used herein, shall mean the COMPANY website and the materials, documents, ideas, software, algorithms, know-how, concepts and other means used to offer the COMPANY website to end users, including, but not limited to, the software system, or application (including analysis, design and construction models including both source and object code), the case studies or models, the solution templates, domain names, and the improvements and enhancements made thereto. COMPANY Proprietary Material specifically excludes ONESITE Proprietary Material used to operate the COMPANY website and social network.
- (c) **User Data.** The users are the ultimate owners of the data uploaded by them into the social network. COMPANY shall comply with all applicable laws respecting data usage and the collection of personal information. If upon termination of this agreement, COMPANY desires to continue operating the social network for users but wants to migrate to another platform, COMPANY may request a data dump and upon payment of all fees due and ONESITE's standard data dump fee of \$2500, ONESITE will provide a comma delineated data dump within 15 business days of receipt of the data dump fee. ONESITE may use user data in the aggregate, for network statistics and for use in advertising sales.

### 13. Relationship Of Parties

Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between ONESITE and the COMPANY. The parties hereby declare and acknowledge that the relationship existing between COMPANY and ONESITE (including the personnel furnished by ONESITE to work on a project or to perform services under this Agreement) is one of independent contractor.

All sums paid to ONESITE, pursuant to this Agreement, are gross sums being paid to ONESITE as a free agent and not as an employee of COMPANY. ONESITE hereby acknowledges that neither it nor its employees shall have any right or entitlement in or to any of the unemployment, workers' compensation, health, pension, retirement or other benefit programs now or hereafter available to COMPANY employees. Any and all sums paid ONESITE by COMPANY subject to taxation, deductions, withholding and/or payment under any applicable state, federal or municipal laws or union or professional guild regulations shall be the sole responsibility of ONESITE.

All sums paid to COMPANY, pursuant to this Agreement, are gross sums being paid to COMPANY as a free agent and not as an employee of ONESITE. COMPANY hereby acknowledges that neither it nor its employees shall have any right or entitlement in or to any of the unemployment, workers' compensation, health, pension, retirement or other benefit programs now or hereafter available to ONESITE employees. Any and all sums paid COMPANY by ONESITE subject to taxation, deductions, withholding and/or payment under any applicable state, federal or municipal laws or union or professional guild regulations shall be the sole responsibility of COMPANY.

### 14. Publicity

COMPANY agrees to assist ONESITE in its publicity efforts, as follows: (a) COMPANY will permit ONESITE to identify COMPANY as a client and use the COMPANY name and/or logo and a screenshot of the site using ONESITE technology on the ONESITE web site and in press releases, advertisements, promotions, presentations, white papers, client lists and other marketing materials; (b) upon the request of ONESITE, COMPANY will permit ONESITE to disclose COMPANY use of the Social Network in public disclosures, which may include a COMPANY-assigned quote (COMPANY will be allowed prior review and approval of such disclosures); (c) COMPANY may provide references through personnel regarding COMPANY use of the Social Network to industry analysts, trade press writers, and prospects, as requested by ONESITE; (d) COMPANY will cooperate with ONESITE to arrange, from time to time and in a manner that will not disrupt ordinary COMPANY business operations, contact between ONESITE prospects and/or clients to discuss the Social Network; and (f) upon execution of the Agreement, COMPANY agrees to issue a press release announcing the business and services relationship between ONESITE and COMPANY. In such efforts neither party will adopt, use, or register any trademarks, trade names, domain names, or URL's that are confusingly similar to the trademarks of the other party.

## **15. Assignment**

In the event that ONESITE is purchased by or merged with another company, this Agreement may be assigned by ONESITE to any parent, holding company, affiliate, or subsidiary without the approval of COMPANY as long as all aspects of the Agreement are upheld and honored by the parent, holding company, affiliate, or subsidiary. This agreement may be assigned by COMPANY to any parent, holding company, affiliate, or subsidiary without approval of ONESITE, so long as all aspects of the Agreement are upheld and honored by the parent, holding company, affiliate, or subsidiary.

## **16. Indemnity**

ONESITE and COMPANY shall each indemnify, defend and hold the other harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, as follows:

### **ONESITE General Indemnity.**

Subject to the limitations contained in Sections 5 and 6 of this Agreement, ONESITE shall indemnify, defend and hold COMPANY harmless from any loss, damage to or destruction of property of COMPANY or any third party, and the death or injury to persons, including but not limited to persons performing on behalf of ONESITE under this Agreement, which results from or is caused by any act or omission of ONESITE, its employees, servants, agents or representatives or persons performing on behalf of ONESITE under this Agreement.

### **ONESITE Indemnity for Infringement.**

Subject to the limitations contained in Sections 5 and 6 of this Agreement, ONESITE shall indemnify COMPANY from any third-party claim, action, investigation, proceeding or suit that alleges, in whole or in part, that the SocialCore® RTU Software infringes or violates any patents, copyrights, trade secrets, licenses, or other property, contract, personal or proprietary rights of any third party. In the event that the Software or any portion thereof is held to constitute an Infringement, ONESITE shall, at no cost to COMPANY, use its commercially reasonable efforts to, subject to the limitations contained in Sections 5 and 6 hereof, (i) modify the infringing Software with the minimum amount of impairment with respect to its functionality and performance, so that it is non-infringing or, (ii) procure for COMPANY the right to continue to use the infringing Software, or (iii) replace said Software with equally suitable and functionality comparable, non-infringing Software.

### **Company General Indemnity.**

Subject to the limitations contained in Section 5 of this Agreement, COMPANY shall indemnify, defend and hold ONESITE harmless from any loss, damage to or destruction of property of ONESITE or any third party, and the death or injury to persons, including but not limited to persons performing on behalf of COMPANY under this Agreement, which results from or is caused by any act or omission of COMPANY, its employees, servants, independent distributors, agents or representatives or persons performing on behalf of COMPANY under this Agreement.

**Company Indemnity for Infringement.**

Subject to the limitations contained in Section 5 of this Agreement, furthermore, COMPANY shall indemnify, defend and hold ONESITE harmless from any claims on requested custom features and/or functionality developed specifically by ONESITE at the request of and using specifications provided by COMPANY that are covered by any third-party patents.

Whenever one party may be liable to the other or to any third party in connection with the rights and obligations established under this Agreement, whether for indemnification or otherwise, that party's obligations to indemnify or to assume liability for the third party claim(s) are contingent upon the other party providing prompt written notice of the claim(s). In an action requiring indemnification, the party seeking indemnification shall permit the indemnifying party to control completely the defense of such claim(s), shall not agree to any settlement of such claim(s) without the indemnifying party's consent, and shall agree to any such settlement reasonably proposed by the indemnifying party. Subject to the limitations contained in this Agreement, the indemnifying party shall pay or reimburse the other party promptly for all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, for which it is required to provide indemnification under this Agreement. In any other action, each party shall have all rights (including the right to participate in settlement negotiations and to accept or reject settlement offers) which are appropriate to its potential responsibilities or liabilities, and each party shall bear its own costs.

**17. Non-exclusivity of Agreement**

This is a non-exclusive Agreement. COMPANY reserves the right to contract for business services covered by this Agreement from others. ONESITE reserves the right to provide similar services or provide similar licenses to other parties or companies.

**18. Title**

ONESITE warrants that it has good title to any products it may use, not supplied by COMPANY, in conjunction with services performed hereunder free and clear of all liens and encumbrances.

**19. Termination**

COMPANY reserves the right to terminate this agreement ONLY UPON COMPLETE PAYMENT OF THE ENTIRE CONTRACT VALUE OF ANY STATEMENTS OF WORK OR EXECUTED CHANGE REQUESTS without penalty and prejudice to any rights that COMPANY may have against ONESITE. Termination hereunder shall be effected ONLY upon thirty (30) days advanced notice to ONESITE specifying the dates of termination.

**20. Breach**

If COMPANY believes ONESITE to be in breach of its obligations under this agreement; COMPANY must supply written notice specifying the believed breach and reasonable remedy. ONESITE shall have thirty (30) days to provide reasonable remedy the breach or to provide notice that it does not believe such breach has occurred. Should ONESITE fail to remedy the breach within the allotted time, COMPANY and ONESITE shall collaborate for an additional fifteen (15) days to identify if ONESITE can remedy within an additional (30) day period. COMPANY and ONESITE may modify this time period for cure in a separate writing.

**21. Force Majeure**

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone network service], and no other Party will have a right to terminate this Agreement under Clause 19 (Termination) in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

## **22. Governing Law**

Irrespective of the Conflict of Laws doctrine, this Agreement shall be governed, construed and enforced pursuant to the laws of the State of Oklahoma.

## **23. Notices**

Wherever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of ONEsite:  
14000 Quail Springs Parkway  
Oklahoma City, OK 73134  
Attn: Robert Crull, CEO

In the case of COMPANY:  
The Project Manager Identified in the online signup.

**Agreed and Accepted: By completing the  
ONLINE signup form, COMPANY hereby agrees to  
be bound by the terms of this agreement.**



# Statement of Work 1

Project Name

February 2012

This Statement of Work ("SOW") is subject to the terms and conditions of the Agreement between **COMPANY OR INDIVIDUAL** ("COMPANY") and ONESITE, Inc. ("ONESITE") effective as of the date accompanying the signatures on the last page ("Effective Date"). No SERVICES SHALL BE PERFORMED UNLESS THIS AGREEMENT IS SIGNED BY BOTH PARTIES. The overall project for which these services are being provided here under shall be referred to as the COMPANY Project.

## A. Recitals

- a) ONESITE is a provider of Web Hosting, Community Software, Single Sign On (SSO) / User Management, Application Development and Consulting.
- b) ONESITE is a provider of software both proprietary and open source. ONESITE generates revenue from applications hosting, software right-to-use licensing, and professional service fees.
- c) COMPANY desires to use the ONESITE to provide services to its customers and its web properties.
- d) ONESITE will deliver the services as detailed in section B. ONESITE will charge COMPANY the base at the rates as listed in Section F.

## B. Project Overview

### Summary

To Be Completed for any Client Services Work.

### ONESite Project Outline

| Key Project Milestones                | Deliverable Dates                        |
|---------------------------------------|--|
| Agreement Execution                   | Upon Sign Up ONLINE                      |
| Kick-off Meeting                      | 1 Week from Execution of SOW             |
| Creative Delivery by COMPANY          | 2 weeks from Kick-off Meeting            |
| Core Project Delivery by ONESITE      | 6 Weeks from Creative and Spec Delivery  |
| New functionality Delivery by ONESITE | XXX weeks from Change Requests Execution |

### Project Delivery

ONESite will use its best effort to complete the following project tasks under this agreement:

- The delivery of a Private-Label Social Network, including COMPANY creative that follows the ONESITE wireframe guidelines and the implementation of the COMPANY defined user profile(s) and basic network settings and the core features of the ONESite Platform (Attachment C) on a domain or subdomain address provided by COMPANY.



- Importing and migration of COMPANY's existing user database and content
- Integration with COMPANY's existing user database system.
- ONESite will conduct the integration of standard Third Party Advertising or Tracking Code(s) provided by COMPANY.
- Full access by COMPANY to ONESITE's APIs.

**Project Description**

- Define project here

**C. Scope Management**

- a) This is a ONESITE Custom Enterprise Project. COMPANY gets full access to the ONESITE SocialCore™ platform including all future enhancements as they become generally available. COMPANY also gets full access to the SocialCore API's, Widgets and Services. ONESITE has other products not limited to Static® Mobile applications, eNotify and Interactad® which may contain separate agreements and pricing.
- b) After COMPANY and ONESite mutually agreement on the creative that follow ONESITE's Wireframes Guidelines, any requested modifications or redesigns will require the mutual execution of a Change Request.
- c) Any new development needed for this project will be detailed in a Change Request.

**Project Estimated Effort**

| Task         | Hours | Rate | Total     |
|--------------|-------|------|-----------|
| Define       |       |      |           |
|              |       |      |           |
| <b>Total</b> |       |      | <b>\$</b> |

**D. COMPANY Responsibilities**

During the Initial Term and any Successive Term, COMPANY will be responsible for the following:

- COMPANY will provide creative for at least the Private-Label Social Network landing page and user profile page according to ONESITE's provided Wireframes Guidelines for the implementation of the Private-Label Social Network.
- COMPANY will submit to ONESITE detailed functional and technical requirements for any customization or new development requested as part of a Change Request.
- COMPANY will use commercially reasonable efforts to sign its customers up to utilize the Private Label Social network.
- COMPANY will remove offending content and provide security and privacy features at its discretion using its own content editors via the administration tools provided by ONESITE

- From time to time COMPANY will comply with reasonable requests by ONESITE and/or infringed copyright holders to remove offending content using COMPANY content editors.
- Use commercially reasonable efforts to prevent users under the age of 13 from signing up for the social network.
- COMPANY will use ONESite's standard APIs for Single Sign On and user synchronization. COMPANY is responsible for the development resources and interfacing using these APIs.
- COMPANY will execute Change Request Orders, as attached in Appendix D, for any additional functionality outside the scope of the new development listed in Section B or any changes to the design after finalized creative sign-off.
- COMPANY's will utilize a CDN service for external widget or API calls after total monthly page views exceed 5,000,000 per month (such as Akamai) with DSD (Dynamic Site Delivery) and Advanced Cache Optimization and Site Failover to optimize the caching of embedded widgets on Edge servers before the page visitor hits ONESite origin servers. The CDN will provide the capability to analyze and adjust the client and forwarded HTTP Request Headers and cache keys based upon the state of the user (first-time visitor, guest, logged out community member, logged-in community member, etc.). ONESite will provide sample logic, which detects user state and instructs the Edge server to load a static or cached version of the widget or a dynamic include for logged-in users. In the event that client does not have a CDN service they may opt to use ONESite's CDN services at ONESite's rates listed below or they may choose to implement the caching logic using the CDN of their choice. If they select to use their own CDN or implement internal caching, the logic must conform to ONESite's standards. The community domain and widget-serving domain must exist as a subdomain extension of any property utilizing the widgets, or else COMPANY may need to host custom community session integration code.
- COMPANY is responsible for all video and audio streaming both static and dynamic.
- COMPANY may not use robots or other automated methods to insert content into ONESite's system by utilizing the ONESite APIs or by using the website pages without express permission from ONESite. API access is allowed when the request is intended to serve an end user request. Invalid requests, looping requests, or large floods of API requests may be blocked by ONESite in order ensure normal operations.
- If COMPANY has written defective code utilizing ONESITE's API services. Upon notification by ONESITE, COMPANY shall use its best efforts to fix the code. If the defective code is degrading ONESITE services, ONESITE shall have the option to terminate access to the APIs for that program only.

## **E. ONESITE Responsibilities**

During the Term, ONESITE will be responsible for the following:

- **INITIAL SETUP**  
Provide social network development and enhancements that are identified in the Project Description in Section B.
- **RIGHT TO USE SOFTWARE AS A SERVICE**
  - Maintain in a reasonable and functional manner the technical architecture that will support the Private Label Social Network.
  - Maintain the technical architecture and pay the costs associated with supporting the COMPANY Social Network including:
    1. Network Bandwidth
    2. Servers and Disk Space
    3. Systems Operations
    4. Social Network Software
  - Use commercially reasonable efforts to prevent users under the age of 13 from signing up for the social network.
  - ONESITE shall provide CDN services for the community pages or site pages hosted on ONESITE's servers.
  - Provide the Service Level outlined in the attached Service Level Agreement (SLA)

- **PROJECT CLIENT SERVICES**

- A project team will be assigned to the client throughout the duration of this SOW. The team will be compiled of a Project Manager, Creative Lead, Development Lead, and Executive Sponsor. Additional resources may be leveraged, as project requires. The following services and deliverables will be provided by the project team: Development of detailed project plan with key milestones and due dates
  - Scheduling, management, and reporting of all tasks leveraging JIRA ticketing system
  - Weekly call and status report detailing work completed, upcoming tasks, and pending items
  - ONESite Control Panel training for Client and respective agencies
  - Scoping of Change Requests as needed
  - Site wireframing with up to 2 revisions
  - Design and development of customized features and styles according to SOW and Change Requests

**F. Payments and Reports**

- a) COMPANY shall pay ONESITE a \$\_\_\_\_\_ setup fee due at contract execution. The setup fee includes initial site resource partitioning and Project Management (PM) and 1 Man Month of effort known as a Full Time Equivalent (FTE) for the first month of site configuration.
  - These monthly fees shall be billed in the prior month and due the first day of the month the work is performed.
- b) COMPANY shall pay ONESITE at the rates specified in one of the following plans.
  - a. \$50 per month for
    - i. Up to 100,000 page views or 6,000 users and no software customization.
    - ii. Page views in excess of 100,000 shall be \$0.50 per thousand page views.
    - iii. Users in excess of 6,000 shall be billed at \$.01 per user per month.
    - iv. 4 widget or service calls equal 1 page view.
    - v. 2 Super Comment calls equal 1 page view
  - b. \$200 per month for
    - i. Up to 400,000 page views or 24,000 users and no software customization.
    - ii. Page views in excess of 400,000 shall be \$0.50 per thousand page views.
    - iii. Users in excess of 24,000 shall be billed at \$.01 per user per month.
    - iv. 4 widget or service calls equal 1 page view.
    - v. 2 Super Comment calls equal 1 page view
  - c. \$1000 per month for Up to 2,000,000 page views or 120,000 users and no software customization.
    - i. Page views in excess of 2,000,000 shall be \$0.50 per thousand page views.
    - ii. Users in excess of 120,000 shall be billed at \$.01 per user per month.
    - iii. 4 widget or service calls equal 1 page view.
    - iv. 2 Super Comment calls equal 1 page view
  - d. \$2500 per month for Up to 5,000,000 page views or 300,000 users and no software customization.
    - i. Page views in excess of 200,000 shall be \$0.50 per thousand page views.
    - ii. Users in excess of 12,000 shall be billed at \$.01 per user per month.
    - iii. 4 widget or service calls equal 1 page view.
    - iv. 2 Super Comment calls equal 1 page view
- (c) COMPANY shall pay ONESITE \$\_\_\_\_\_ per month, after the delivery of the work detailed in Section B for Maintenance if there is any Customization of the platform.

- a. Maintenance Client Services will include PM and \_\_\_ hours per month consisting of:
  - i. Weekly call and status report detailing work completed, upcoming tasks, and pending items as required
  - ii. Scheduling, management, and reporting of all tasks leveraging JIRA ticketing system
  - iii. Ongoing site planning including demo's, wireframes, and point-of-view documents detailing recommendations for implementation of new and existing ONESite functionality
  - iv. Implementation of enhancement recommendations
  - v. Scoping of Change Requests as needed
  - vi. Quality Assurance of custom development elements prior to roll outs
  - vii. Monthly meeting with ONESite executive staff to discuss best-in-class implementation, strategic objectives, relationship health, and overall platform roadmap

(d) COMPANY may elect to have ONESITE provide Video Delivery or Audio Delivery for \$.50 per GB.

(e) Comma Delimited Data dumps under the terms in Section B. 5b are \$2500 each, paid in advance.

(f) Company may elect to be named a Beneficiary to the SocialCore® code in the event of Bankruptcy or winding up of the ONESite for \$2500 per year under the terms of Attachment B, 5.a.

(g) ONESITE shall bill in advance for the base monthly fees and in arrears for excess usage fees and consulting fees from the previous month.

(h) Amounts not paid when due shall be subject to late fees equal to one and one-half (1 1/2%) per month or the maximum interest allowed by applicable law, whichever is less. All late fees shall begin to accrue fifteen (15) days after the applicable due date.

(i) ONESITE may from time to time have advertisers interested in advertising on COMPANY Social Network and will present COMPANY with a fixed sponsorship or CPM amount for that advertising. COMPANY shall have the right to refuse any such advertising.

**G. Hourly Rating**

| <b>ONESite Billing Rate</b> |                    |
|-----------------------------|--------------------|
| <b>Resource Type</b>        | <b>Hourly Rate</b> |
| Project Management          | \$200              |
| Senior Developer            | \$180              |
| CSS/Designer                | \$125              |
| Quality Assurance           | \$100              |
| System Programming          | \$200              |

**H. Term**

This SOW shall begin as of the date of the signatures on the last page of this SOW and shall continue for a period of three (3) years. This shall be known as the Initial Term. At the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Successive Term") unless COMPANY or ONESITE

delivers to the other written notice of its desire to terminate at least 30 days prior to the expiration of the Initial Term or any Successive Term or a new agreement is put in place.

**Agreed and Accepted:**

**ENTER COMPANY HERE ("COMPANY")**

**ONESITE, Inc. ("ONESITE")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signed Date: \_\_\_\_\_

Signed Date: \_\_\_\_\_

## ONESITE Service Level Agreement (SLA)

### Additional Maintenance Services Terms and Credits

This Service Level Agreement (“SLA”) is written to specify guaranteed levels of performance, uptime, and availability for the contracted service. The SLA dictates what will occur when there are performance issues or failures. Performance thresholds are defined which specify an acceptable range of performance for hosted services along with a section on penalties for violating the defined thresholds. This remuneration is requested in the form of a predetermined service credit. The SLA also defines scheduled maintenance windows and emergency outage procedures.

#### 1. Maintenance and Support Services Provided By ONESITE

##### a. Phone/Email Support

ONESITE personnel will be available to answer questions and otherwise assist COMPANY in troubleshooting problems, which may occur in the day-to-day running of the hosted service. Phone support will be available on a 24x7 basis by contacting ONESITE’s helpdesk. In addition, for “Critical Problems” (as defined below), ONESITE will provide COMPANY with access to technical support personnel on a twenty-four (24) hour basis via telephone and/or pager.

##### b. Problem Notification and Emergency Outages

ONESITE will notify COMPANY personnel immediately regarding any major site outages or any unplanned maintenance procedures. COMPANY will provide a contact list of key personnel for this notification.

##### c. Maintenance and Support

ONESITE will use commercially reasonable efforts to maintain and monitor the health of all the necessary hardware, software, bandwidth and other facilities and equipment necessary to provide COMPANY with the hosted service in accordance with the terms of the Agreement.

##### d. Problem Classifications and Definitions

A problem is a defect in the accessibility or performance of a function or component of the ONESITE software, which had previously performed as expected. Problems do not include issues caused by network modification(s) by COMPANY. Problem severity will be determined by COMPANY and ONESITE using the following as a guideline:

| Severity Guidelines |                  |   |
|---------------------|------------------|---|
| Priority Level      | Problem Severity | Description   |
| 1                   | Critical         | Site is down or performance is so poor as to render the site unusable. A down situation occurs when the hosted site is inaccessible to users (e.g. error when viewing pages). |
| 2                   | High             | A major function/product is unusable which results in limited functionality or affects a large number of users.   |
| 3                   | Medium           | There is a loss of a function or resource that does not seriously affect the site’s functionality.  |
| 4                   | Low              | All other problems with the service other than those falling within the categories above.   |

**e. Problem Escalation and Resolution Criteria**

Resolution will be provided by ONESITE in accordance with the following criteria, and tracked on a case-by-case basis.

| Resolution Criteria    |                 |   |
|------------------------|-----------------|---|
| Problem Classification | Response Time   | Target Resolution                       |
| Critical               | 15 Minutes      | 2 Hours                                 |
| High                   | 30 Minutes      | 8 Hours                                 |
| Medium                 | 2 Hours         | Next Bug Fix Release – Target of 3 Days |
| Low                    | 2 Business Days | Next Maintenance Release                |

For purposes of this Section, the following terms shall have the following meanings:

**Response Time** means the elapsed time from the time ONESITE Help Desk receives notification of an incident, either from monitoring alerts or from an open trouble ticket, until ONESITE Technical Support notifies COMPANY that ONESITE has begun to provide assistance.

**Target Resolution** means the elapsed time from the time ONESITE Help Desk receives notification from COMPANY of an error until ONESITE provides a fix or a workaround.

**f. Unresolved Critical or High Problem Procedures**

Should a Critical or High problem not be patched or fixed within the Target Resolution Time, ONESITE shall dedicate a full time resource qualified to address the situation until resolved. This resource shall provide COMPANY with detailed fix plans and daily updates.

**2. Service and Availability**

**a. Scheduled Maintenance**

ONESite’s standard scheduled maintenance window will be between 4:00am and 7:00am Eastern Time.

**b. Availability**

ONESITE service will be available 99.9% of the time as measured on a monthly basis, excluding scheduled maintenance (as defined previously). Availability will be measured using an external site monitoring service.

**c. Response Times**

ONESITE agrees that the service will meet or exceed the following response times for the HTML load on the main site page, measured on a monthly average; otherwise, ONESITE shall discount the following month’s Service Fee for the applicable site for the days that exceed the response time thresholds by the appropriate below-referenced amount:

| Response Time                |                |
|------------------------------|----------------|
| Response Time (Milliseconds) | Daily Discount |
| 5000 or less                 | 0              |

|              |     |
|--------------|-----|
| 5001 to 8000 | 10% |
| 8001+        | 20% |

Response times will be measured using the external site monitoring service GOMEZ. Response times will not include any automatically downloaded rich media or editorially created content inserted by COMPANY. Response times will exclude any content not being delivered by ONESITE such as outside ads, video, or other external sources. Response times will solely encompass the time for the main page based upon content delivered by ONESITE’s servers. Response times will exclude any ads inserted by COMPANY and asynchronous data loads (AJAX, et al) which occur after completion of the initial page load.

**3. Service Credits & Termination:**

**a. Service Credits**

In the event that service availability falls below the commitment of 99.9%, ONESITE will owe COMPANY availability penalties in accordance with the schedule below:

| <b>Service Credits Schedule</b> |   |
|---------------------------------|---|
| <b>System Availability</b>      | <b>Percent Service Credit Toward Next Monthly Hosting Fee</b> |
| 99.9% (Goal)                    | 0%  |
| Less than 99.9%                 | 5%  |
| Less than 99.5%                 | 10%   |
| Less than 99.0%                 | 15%   |
| Less than 98.5%                 | 20%   |
| Less than 98.0%                 | 25%   |
| Less than 97.5%                 | 30%   |

**b. Termination Clause**

In the event there are seven (7) consecutive days in a sixty (60) day period with unscheduled outages each lasting more than fifteen (15) minutes in duration, or 48 hours of outage during a one-month period, COMPANY may terminate the Agreement by providing thirty (30) days’ written notice. These outage calculations will include the Target Resolution period along with any Target Resolution Overage time for all problems classified as Critical and High. COMPANY must request such cancellation within fourteen (14) days of the last outage or waive such opportunity to terminate the Agreement for that series of outages.

**4. Security Measures**

**a. Security Audits**

ONESITE will agree to be periodically audited by COMPANY. This will include penetration testing, web application testing and port scanning, to search for vulnerabilities and/or other exposures that may be a risk to site security or stability. Findings from these tests will be communicated to ONESITE and corrected within a reasonable amount of time.



**b. Firewall/Security Policy**

ONESITE will be secured with a firewall configured with a strong security policy.

**c. Sensitive Information**

Sensitive information (i.e. - financial information, personal information issued by a government agency) that is passed between ONESITE's site and the end user must be done so using the HTTPS protocol with a valid site certificate issued by a well known root certificate authority (i.e. Verisign, RSA, Thawte, etc.). ONESITE uses 3DES or AES encryption wherever possible and practical.

Sensitive data (such as but not limited to credit card, bank account, social security numbers) must be secured on the ONESITE site and PCI compliant. This means that this information is stored in a database in encrypted form using one of the de facto data encryption algorithms that is available in the industry. Storing of this data in clear text, uuencoded, or hexadecimal form is not acceptable.

**d. Patch Maintenance**

ONESITE's site must be kept up to date with software and hardware patches to reduce the threat of virus infection, denial of service attacks, and site compromise by hackers. It is highly recommended that security related software patches be applied within days of the patch release date. All other software patches have to be judged for their impact on the site and applied as appropriate in a timely manner.

**5. Code Escrow, Data Release and Roll-out Procedure**

**a. Code Escrow**

At Company's requests and upon signing of the attached Beneficiary Escrow Agreement (Attachment E) and payment of the yearly Escrow Fee, Company may elect to be a beneficiary to ONESITE's escrow agreement with **Iron Mountain Intellectual Property Management, Inc.** ONESITE shall maintain a copy of its SocialCore® source code in escrow that upon any bankruptcy or winding up of the company may be access by Company. This source code may only be used to continue providing the services ONESite was offering Company immediately prior to such bankruptcy. Any other disputes or legal judgments shall not qualify for source.

**b. Data Release**

ONESITE shall upon Company's request and payment of the Data dump fee, prepare a comma delimited data dump consisting of all user data including photo's and video's for Company's Networks. ONESITE shall complete the data dump within 15 business days of the request.

**c. Roll-out Procedure**

ONESITE shall roll-out code on an as needed basis. Roll-outs will be scheduled within the Maintenance window or between 4am and 7am CST for any that require database field modifications. Emergency roll-outs for bug fixes or high priority features may be performed no more than once weekly.

Attachment C

## **ONEsite Core Features and Functionality**

Features and components within the ONEsite Platform

### **ONEsite Core Functionality**

- **Customizable Layout and Design**
  - Highly customizable CSS-Driven Look and Feel
  - Drag and Drop customization of core pages
  - Built on ONEsite's Template Engine
  - Customizable SMARTY templates for most modules / pages
- **Flexible Signup, Registration and Integrated SSO**

- COPPA Compliant
- Captcha prevention of automated signups
- Custom Signup fields and forms
- Adjustable minimum age restriction
- Web Service integration with existing registration systems
- **Open Architecture**
  - XMLRPC SSO and Registration API
  - REST and SOAP content and activity APIs
  - 3rd Party Traffic Tracking / Metric Integration
  - 3rd Party Ad Engine Integration
- **User Profiles**
  - Customized User Profile Fields & Response Types
  - Activity Feed – the latest user and friend activities and content
- **Community-Driven Content**
  - Modules to show most recent people, groups, blogs, photos, and videos
  - Additional Photo, Video, Blog, People, and Group Aggregation Pages
  - Sort by Most Recent, Most Viewed, Highest Rated, and Most Discussed
  - Blogging
    - WYSIWYG editor for Blog Posts
    - Ability to insert media
    - Create polls
  - Photo Gallery
    - Upload up to 7 photos at a single time
    - Allow the creation of multiple galleries and sub-galleries
    - Uploaded Photos are automatically scaled and resized
    - Create slideshows
  - Video Gallery
    - Automatic transcoding of mov, avi, mpg, mpeg, wmv, mp4, and flv uploads
    - Allow the creation of multiple galleries and sub galleries
  - Commenting
    - Ability to add comments to any content type
    - Auto or manual comment approval
    - Ability to enable anonymous comments
  - Tagging
    - Blog posts, photos, and videos can be tagged with keywords
  - Rating
    - Blog posts, photos, and videos can be rated by other members using either a simple positive / negative response or a 1 to 5 star system
  - Sharing
    - Links to blog posts, photos, and videos can be sent as a message to another member or as an email
  - AddThis
    - Send links to leading social sites
  - Favorites
    - Ability to save users and content to favorites lists
- **User Engagement & Interaction**
  - Email notifications for new messages, comments, RSVP, group invites, and friend requests
  - Chat & Interactive Media Player

- Engage your audience with chat tied to your streaming content
- Integrated Forums/Message Boards
  - Discussions can be created around any piece of content
  - Forum moderators can set sticky posts and lock down threads
- Status/Mood & Activity Feeds
  - Users keep friends up to date with status and mood updates
  - Network and Friend activity feeds drive engagement with the latest content, interaction, and activity posted throughout the network.
- Loyalty - Points & Rewards
  - Every network action can earn users points
  - Ranks and Badges can be awarded based on user points
  - Prize catalog allows users to spend points on prizes and contest entries
- Calendar
  - Personal and Group Calendars
  - Create Events and Gatherings with the ability for users to RSVP
- Friends
  - Members can create co-approved connections with other members
  - Connections can be assigned to user-defined categories
  - Can be automatically or manually approved
- Commenting
  - Member comments can be added to individual members, blogs, photos, and videos
  - Comments can be set to automatically display or display on approval
- Message Center
  - Members can send private messages to other members or groups of members
  - Members can broadcast a single message to all their friends
  - After logging in, the user inbox count will be highlighted in the toolbar if a new message exist
  - Ability to poke, send high five, or quick action other users
  - Invite allows users to invite external friends to the community
- Groups
  - Created by users
  - Include all basic user components – blog, photo gallery, video gallery, calendar
  - Photos and Videos uploaded by all group members
  - Discussion Forum - Multiple topics, categories, and boards can be created for each group
  - Membership can be public, by request, or invite only
  - Group owner can assign moderation privileges to specific users
  - Moderators can approve and reject content and group membership
  - Group invite allows members to invite other users to a group
- Member Hub
  - Shows latest network activity
  - Shows latest activity by friends
  - Shows latest group activity
  - Users can set multiple RSS news Feed
- Privacy and Permissions
  - All profiles for minor members automatically set to private
  - Profiles, blog posts, photos, videos, and calendar events can be set to be viewable publicly, privately, or only by friends

- **Content Syndication & Widgets**
  - RSS and XML syndication of content and activity streams – user activity feed, blog posts, photos, videos
  - Sort by Most Recent, Most Viewed, Highest Rated, and Most Discussed
  - Ajax and Flash widgets for simple syndication
- **Interactive Web Services & Widgets**
  - Add commenting, rating, and tagging to external content
  - Include UGC in external sites and systems
- **Security & Moderation**
  - Software and Hardware Protection against malicious attacks
  - Multi-layer approach protects against cross-site scripting and injection
  - Members may flag any blog post, uploaded photo or video, or comment as inappropriate
  - Review and removal of flagged material available in admin panel
  - Administrators can suspend and remove any user and their content
  - Thresholds restrict unsolicited comments, messages, and requests
  - Customizable Profanity Filter for Blogs, Profiles, Forums, and Comments
- **Operator Control Panel**
  - Define / Edit Basic Network Settings
  - Manage Look and Feel of Network Pages and Featured user modules
  - Customize email alert templates
  - Set Profile Fields for Users
  - Manage / Warn Users
  - Basic Web Traffic Statistics – Visitors and Impressions
  - Basic Signup Statistics



# Project Change Request

Project Name

COMPANY NAME

MONTH 2012

### Basic Detail

|                     |  |           |  |
|---------------------|--|-----------|--|
| Project:            |  |           |  |
| Submitted By:       |  |           |  |
| Requisition Number: |  | PO Number |  |

### Description of Change

- Define project changes

### Cost and Payment Terms

Total cost for the effort is to be calculated at the rates listed in the Software License and Maintenance Agreement. The following amounts shall be in addition to other costs already defined.

- This will be an hourly project billed at \_\_\_\_\_ per hour with \_\_\_\_\_ due upon change request execution and the balance from accrued hours due within 30 days of invoice.
- This is a fixed price project of \_\_\_\_\_ and will be billed according to the milestone schedule below:

### Payment Amount

|  |
|--|
|  |
|--|

### Invoice Schedule

| SI# | Invoicing Milestone | Amount (%)  |
|-----|---------------------|-------------|
| 1   | Project Start       | 100%        |
|     | <b>Total</b>        | <b>100%</b> |

IN WITNESS WHEREOF, the parties here have caused this change request to be signed by the duly authorized representatives.

### Agreed and Accepted:

COMPANY

ONESITE, Inc. ("ONESITE")

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Signed Date:

Effective Date:

## Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

**Beneficiary Company Name:** \_\_\_\_\_ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** \_\_\_\_\_ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement.

### Authorized Person(s)/Notices Table

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

| Beneficiary         |  | Depositor           |  |
|---------------------|--|---------------------|--|
| Print Name:         |  | Print Name:         |  |
| Title:              |  | Title:              |  |
| Email Address       |  | Email Address       |  |
| Street Address      |  | Street Address      |  |
| Province/City/State |  | Province/City/State |  |
| Postal/Zip Code     |  | Postal/Zip Code     |  |
| Phone Number        |  | Phone Number        |  |
| Fax Number          |  | Fax Number          |  |

**Paying Party Company Name:** \_\_\_\_\_

### Billing Contact Information Table

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

|                     |  |
|---------------------|--|
| Print Name:         |  |
| Title:              |  |
| Email Address       |  |
| Street Address      |  |
| Province/City/State |  |
| Postal/Zip Code     |  |
| Phone Number        |  |
| Fax Number          |  |
| Purchase order #    |  |

### DEPOSITOR

|               |  |
|---------------|--|
| Signature:    |  |
| Print Name:   |  |
| Title:        |  |
| Date:         |  |
| Email Address |  |

### BENEFICIARY

|                |  |
|----------------|--|
| Signature:     |  |
| Print Name:    |  |
| Title:         |  |
| Date:          |  |
| Email Address: |  |



**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

|                       |  |
|-----------------------|--|
| <b>Signature:</b>     |  |
| <b>Print Name:</b>    |  |
| <b>Title:</b>         |  |
| <b>Date:</b>          |  |
| <b>Email Address:</b> | <a href="mailto:ipmclientservices@ironmountain.com">ipmclientservices@ironmountain.com</a> |

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.