

PNT MASTER SUBSCRIPTION SERVICES AGREEMENT

THIS MASTER SUBSCRIPTION SERVICES AGREEMENT ("**AGREEMENT**") GOVERNS YOUR 15-DAY FREE TRIAL OF THE Point N Time Software, Inc. ("**PNT**") SUBSCRIPTION SERVICES.

IF YOU PURCHASE THE PNT SUBSCRIPTION SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THE PNT SUBSCRIPTION SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the PNT Subscription Services if you are PNT's direct competitor, except with PNT's prior written consent. In addition, you may not access the PNT Subscription Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 27, 2014. This Agreement is between the entity or individual entering into this Agreement ("**Customer**") and Point N Time Software, Inc., 1405 Wolverley Ln, Allen, TX 75002, USA ("**PNT**"). It is effective between Customer and PNT as of the date of your acceptance of this Agreement.

FIFTEEN DAY FREE TRIAL.

PNT will make the PNT Subscription Services available to Customer on a trial basis free of charge until the earlier of (a) the thirtieth day after Customer's acceptance of this Agreement or (b) the start date of any Order for purchase of the PNT Subscription Services. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE PNT SUBSCRIPTION SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE PNT SUBSCRIPTION SERVICES BY OR FOR CUSTOMER, DURING THE FIFTEEN DAY FREE TRIAL MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PNT SUBSCRIPTION SERVICES AS THOSE COVERED BY THE TRIAL, OR EXPORTS SUCH DATA BEFORE THE END OF THE FIFTEEN DAY TRIAL PERIOD.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, DURING THE FIFTEEN DAY FREE TRIAL PERIOD THE PNT SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY.

1. DEFINITIONS.

1.1 "Affiliate" is an entity that controls, is controlled by or shares common control with PNT or Customer, where such control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.

1.2 "Customer Data" means all electronic data or information submitted to the PNT Subscription Services by Customer, a third party on behalf of Customer, or as directed by Customer.

1.3 "Order" means (i) the agreed ordering document (as shown in Exhibit A) for the purchase of the Services, (ii) that is subject to this Agreement, and (iii) that identifies the particulars of the purchase and fees to be paid.

1.4 "PNT Subscription Services" means the hosted service which packages web-based access and the right-to-use the supported applications and associated reference, user and technical guides. One or more of PNT's subscription services offerings may be ordered pursuant to the terms of this Agreement. An Order is provided in Exhibit A.

1.5 “Purchased Services” – means PNT Subscription Services that You or Your Affiliate purchase under an Order, as distinguished from those provided pursuant to a free trial.

1.6 “We”, “Us” or “Our” means the Point N Time Software, Inc. company.

1.7 “You”, or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

2. SCOPE. Subject to Customer’s payment of applicable fees, PNT will provide Customer with access to PNT’s Subscription Service as set forth in this Agreement and the applicable Order. This Agreement contemplates the execution by the parties of one or more Orders. Orders may be entered under this Agreement by and between (a) PNT or an Affiliate of PNT; and (b) the Customer or an Affiliate of Customer. With respect to an Order, the terms “PNT” and “Customer” as used in this Agreement will be deemed to refer to the entities that execute that Order, the Order will be considered a two party agreement between such entities, and PNT will separately invoice the Customer named in the Order for the associated subscription fees. Neither execution of this Agreement, nor anything contained herein, shall obligate either party to enter into any Orders.

3. PNT SUBSCRIPTION SERVICES.

3.1 Access Rights. Subject to the terms of this Agreement, PNT hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicenseable, limited license to access and use the PNT Subscription Services in accordance with the terms of this Agreement, solely in connection with the operation of the business of Customer.

3.2 PNT Responsibilities. PNT will (i) provide the PNT Subscription Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (“**Support**”) to Customer for the PNT Subscription Services, which may be changed by PNT upon prior notice to customer. If a service level agreement (“**SLA**”) is provided for the PNT Subscription Services, the terms of such SLA will be attached to an Order.

3.3 Customer Responsibilities and Restrictions. (a) Customer will (i) prevent unauthorized access to, or use of, the PNT Subscription Services, and notify PNT promptly of any such unauthorized access or use, (ii) comply with all applicable laws in using the Services, and (iii) be responsible for obtaining its own Apple Push Notification certificate, if the Services are used to manage devices running iOS. **(b)** Customer will not (i) modify, copy or create derivative works based on the Services; (ii) create Internet “links” to or reproduce any content forming part of the PNT Subscription Services, other than for its own internal business purposes; (iii) disassemble, reverse engineer, or decompile the PNT Subscription Services or part thereof, or access it in order to copy any ideas, features, content, functions or graphics of the PNT Subscription Services; (iv) interfere with or disrupt the integrity or performance of the PNT Subscription Services; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, or send or store material in violation of any third party’s privacy rights via the PNT Subscription Services; (vi) send or store viruses or malicious code via the PNT Subscription Services; (viii) attempt to gain unauthorized access to the PNT Subscription Services or its related software, systems, platforms or networks; (ix) use any components provided with the Services separately from the Services; or (x) distribute, rent, lease, sublicense or provide the Services to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data. You are granted no right or license in any trademark or service mark belonging to PNT, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Services.

4. FEES AND PAYMENT.

4.1 Fees. The fees payable for the Services will be set forth in the Order. The fees will be invoiced in accordance with the relevant Order. Except as otherwise specified herein or in an Order, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

4.2 Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonable acceptable to us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Order for the initial subscription term and any renewal subscription term(s) as set forth in Section 5.1(b) (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in

the applicable Order. If the Order specifies that payment will be by a method other than credit card, We will invoice You in advance and otherwise in accordance with the relevant Order. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals on Orders on the payment terms shorter than those specified in the most current Order.

4.4 Taxes. Customer will pay or reimburse PNT or, when required by law, the appropriate governmental agency, for taxes of any kind, including sales, use, VAT, excise, customs duties, withholding, property, and other similar taxes (other than taxes based on PNT's net income or arising from the employment relationship between PNT and its personnel) imposed in connection with the fees paid for the Services, which are exclusive of these taxes.

4.5 Suspension of Service and Acceleration. If any amount owed by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 16 (Manner of Giving Notice), before suspending services to You.

4.7 Payment Disputes. We will not exercise Our rights under Section 4.3 (Overdue Charges) or 4.5 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5. TERM AND TERMINATION.

5.1 Term. (a) Agreement. This Agreement begins on the Effective Date and will remain in effect unless terminated pursuant to Section 5.2 below. **(b) Order(s).** Each Order will begin on the start date specified in the relevant Order and continue for the subscription term specified therein.

5.1 (b) Term of Purchased Subscription. The term of each subscription shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

5.2 Termination for Convenience. Upon 30 days' advance written notice, either party may terminate this Agreement for its convenience; however, such termination will have no effect on Orders executed by the parties prior to its effective date, including but not limited to payment obligations contained therein, and such Orders will remain in full force and effect under the terms of this Agreement for the term specified therein. Orders may not be terminated for convenience unless otherwise specified therein; **(b) Termination for Cause.** Either party may terminate this Agreement for cause: (i) upon 30 days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. **(c) Suspension of Services for Cause.** In addition to its other rights and remedies, PNT reserves the right, without liability to Customer, to immediately suspend any and all access to the Services if Customer commits a material breach of this Agreement or any relevant Order until such material breach is cured. If such material breach is (i) unable to be cured, or (ii) is not cured within 30 business days, then PNT may immediately terminate the Agreement and/or the affected Order. Notwithstanding the foregoing, in the event that Customer violates Sections 3.3 or 7.1 of this Agreement, PNT shall have the right to terminate this Agreement immediately without notice or an opportunity to cure.

5.3 Effects of Termination. Upon termination pursuant to 5.2, all rights and licenses granted herein will terminate and Customer will make no further use of the Services. No termination will relieve the Customer of the obligation to pay any fees accrued or payable to PNT

6. LIMITED WARRANTY. PNT warrants to Customer that the PNT Subscription Service (i) will perform in substantial accordance with the then-current on-line user guide available via the PNT Subscription Service and (ii) will be performed in a manner consistent with industry standards reasonably applicable to the provision thereof. Customer's exclusive remedy and PNT's sole obligation for breach of the warranty in this Section 6 will be PNT's use of commercially reasonable efforts to have the PNT Subscription Services perform in substantial accordance with the applicable user guide, or replace the non-conforming portion of the PNT Subscription Service within a reasonable period of time, or if PNT cannot have the PNT Subscription Service perform in substantial accordance with the user guide or replace the PNT Subscription Service within such time period, then PNT will refund the amount paid by Customer for the PNT Subscription Service, pro-rated from the date of the notice of the claim. Customer's rights and PNT's obligations in this Section 6 are conditioned upon Customer's providing PNT with written notice of the claim, a complete description of the alleged defects and a specific reference to the User Guide to which such alleged defects are contrary. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PNT, ITS AFFILIATES AND LICENSORS MAKE NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES OR USE THEREOF. PNT, ITS AFFILIATES AND LICENSORS HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT AND INFORMATION CONTENT.

7. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

7.1 Proprietary Rights. PNT, its Affiliates or licensors retain all right, title and interest to the Services and all related intellectual property and proprietary rights. The Services are protected by applicable copyright, trade secret, industrial and other intellectual property laws. PNT owns all right, title and interest in all software, programming, documentation, templates, questionnaires, methodologies, models, charts, reports and any other items used to deliver the Services or made available to Customer as a result of the Services ("**Service Items**") and access to and use of the relevant Service Items will be governed by the terms of this Agreement. All modifications or derivative works based on the Services, whether created by PNT, its Affiliates or licensors or you are the property of PNT. PNT reserves any rights not expressly granted to Customer. "**Confidential Information**" means all proprietary or confidential information that is disclosed to the recipient ("**Recipient**") by the discloser ("**Discloser**"), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) as to PNT, and its licensors, the Services; and (iii) the terms of this Agreement, including without limitation, pricing information. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is or was independently developed by or for Recipient. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement. The Recipient (i) will exercise the same degree of care and protection with respect to the Confidential Information of the Discloser that it exercises with respect to its own Confidential Information and (ii) will not, either directly or indirectly, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Discloser. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to Recipient's employees and agents who have need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of this Agreement.

7.2 Notification Obligation. If the Recipient becomes aware of any unauthorized use or disclosure of Discloser's Confidential Information, then Recipient will promptly and fully notify the Discloser of all facts known to it

concerning such unauthorized use or disclosure. In addition, if the Recipient or any of its employees or agents are required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Discloser's Confidential Information, the Recipient will not disclose the Discloser's Confidential Information without providing the Discloser with commercially reasonable advance prior written notice to allow Discloser to seek a protective order or other appropriate remedy or to waive compliance with this provision. In any event, the Recipient will exercise its commercially reasonable efforts to preserve the confidentiality of the Discloser's Confidential Information, including, without limitation, cooperating with Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. Notwithstanding the foregoing, Customer agrees that PNT may refer to Customer as a customer of PNT, both internally and in externally published media.

7.3 Customer Data. As between PNT and Customer, Customer owns all rights, title and interest in and to Customer Data. Customer Data is deemed Confidential Information under this Agreement. PNT will use the Customer Data only as necessary to provide the Services in accordance with this Agreement. Customer is responsible for complying with all legal and contractual requirements, including applicable privacy laws and regulations and its agreements with third parties who generate and/or process the Customer Data, relating to the collection, use, processing and transfer of Customer Data. You agree that Customer Data submitted by you shall be your sole responsibility, shall not infringe or violated the rights of any party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct. Customer acknowledges and consents that Services provided may require Customer Data to be transferred to a country outside of Customer's country or the country where the Customer Data originated. Customer is solely responsible for the transmission of Customer Data to PNT and to the PNT Subscription Services. Customer is solely responsible for the encryption of any Customer Data.

7.4 Suggestions. Customer agrees that PNT shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or exploit for any purpose or incorporate into any PNT products or services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Services.

8. DISCLAIMERS AND LIMITS ON LIABILITY.

8.1 Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PNT, ITS AFFILIATES AND LICENSORS MAKE NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES OR USE THEREOF. PNT, ITS AFFILIATES AND LICENSORS HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT AND INFORMATION CONTENT.

8.2 DISCLAIMER OF DAMAGES. EXCEPT FOR A BREACH OF SECTION 3.3 AND EACH PARTY'S RESPONSIBILITIES IN SECTION 9, NEITHER PARTY OR ITS AFFILIATES ARE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF, DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF ANY NEGLIGENCE OF A PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

8.3 LIMITS ON LIABILITY. EXCEPT FOR A BREACH OF SECTION 3.3 AND EACH PARTY'S RESPONSIBILITIES IN SECTION 9, NEITHER PARTY OR ITS AFFILIATES SHALL HAVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEEDING THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER PURSUANT TO THE ORDER(S) GIVING RISE TO LIABILITY.

9. INFRINGEMENT CLAIMS.

9.1 Indemnification by PNT. If a third party asserts a claim against Customer asserting that Customer's use of the Services in accordance with this Agreement violates that third-party's patent, trade secret or copyright rights ("**Infringement Claim**"), then PNT will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer based on infringement by the Services. If

PNT believes the Services may violate a right, then PNT will, at its expense: (a) modify the Services, or (b) procure the right to continue using the Services, and if (a) or (b) are not commercially reasonable, terminate Customer's right to use the Services and issue a pro-rata refund for the unexpired pre-paid portion of such Services.

9.2 Indemnification by Customer. Subject to the terms of this Agreement, if a third party asserts a claim against PNT asserting that the Customer Data or Customer's use of the Service in violation of this Agreement violates that third-party's patent, trade secret or copyright rights, or otherwise harms the third party ("**Claim**"), Customer will, at its own expense: (a) defend or settle the Claim; and (b) indemnify PNT for any damages finally awarded against PNT based on the Claim.

9.3 Indemnity Process. Neither party's obligations under this Section will apply if: (a) the indemnifying party's legal department does not receive prompt, detailed written notice of the Infringement Claim(s) from the party being indemnified, (b) the indemnifying party is not able to retain sole control of the defense of the Infringement Claim(s) and all negotiations for its settlement or compromise, (c) the indemnifying party does not receive all reasonable assistance from the party being indemnified. Neither party will bind the indemnified party to a monetary obligation in a settlement or compromise, or make an admission on behalf of the indemnified party, without obtaining that party's prior consent.

9.4 THIS SECTION CONTAINS EACH PARTY'S EXCLUSIVE REMEDIES AND THE INDEMNIFYING PARTY'S SOLE LIABILITY FOR INFRINGEMENT CLAIMS/CLAIMS, RESPECTIVELY.

10. EXPORT CONTROLS. By using the Technology (as this term is defined below), Customer acknowledges that it is responsible for complying with the applicable laws and regulations of the United States and all other relevant countries relating to exports and re-exports. Customer agrees that it will not download, access, license or otherwise export or re-export, directly or indirectly, any software code (delivered as a PNT product, through support/maintenance, or through other services), any technical publications relating to the software code, such as release notes, reference, user, installation, systems administrator and technical guidelines, or services (collectively, "**Technology**") in violation of any such laws and regulations, including regulations prohibiting export to certain restricted countries ("**Restricted Countries**"), or without any written governmental authorization required by such applicable laws. The list of Restricted Countries can and does change from time to time. In particular, but without limitation, the Technology may not be downloaded, licensed, transferred or otherwise exported or re-exported, directly or indirectly, including via remote access (a) into a Restricted Country or to a national or resident of a Restricted Country; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or Other Blocked Persons, the U.S. Commerce Department's Denied Parties List, Entity List, or Unverified List; or (c) to or for any proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end use. By downloading, licensing and/or using the Technology, Customer represents and warrants that (w) it is not located in, under the control of, acting on behalf of, or a national or resident of any Restricted Country; (x) Customer is not on any list in (b) above; (y) Customer is not involved in any end use listed in (c) above; and (z) no U.S. federal agency has suspended, revoked, or denied its export privileges. Customer agrees that all rights to use the Technology are granted on the condition that such rights are forfeited if it fails to comply with these terms.

11. GOVERNING LAW AND PNT CONTRACTING ENTITIES. This Agreement is governed by the substantive laws in force, without regard to conflict of laws principles: (a) in the State of Texas, if you acquired the PNT Subscription Service in the United States, Puerto Rico, or any country in Central or South America; (b) in the Province of Ontario, if you acquired the PNT Subscription Service in Canada (subsections (a) and (b) collectively referred to as the "**Americas Region**"); (c) in Singapore, if you acquired the PNT Subscription Service in Japan, South Korea, Peoples Republic of China, Special Administrative Regions of Hong Kong or Macau, Taiwan, Philippines, Indonesia, Malaysia, Myanmar, Singapore, Brunei, Vietnam, Cambodia, Laos, Thailand, India, Pakistan, Australia, New Zealand, Papua New Guinea or any of the pacific island states (collectively, "**Asia Pacific Region**"); or (d) in the Netherlands, if you acquired the PNT Subscription Service in any other country not described above. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed in its entirety.

12. U.S. FEDERAL ACQUISITIONS. This Article applies to all acquisitions of the commercial product and/or services subject to this Agreement by or on behalf of the U.S. Federal Government (the “**Government**”), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the Government. By accepting delivery of the product and/or service, the Government hereby agrees that the product and or service qualifies as “commercial” within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this Agreement shall pertain to the Government’s use and disclosure of the product and/or service, and shall supersede any conflicting contractual terms and conditions. If the license granted by this Agreement fails to meet the Government’s needs or is inconsistent in any respect with U.S. Federal law, the Government agrees to return the product or service, unused, to PNT, and to cease all further use of the product or service. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): “Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988).”

13. DATA PROTECTION. PNT and Customer specifically agree that when Customer is located in the European Economic Area (“**EEA**”) the terms “Personal Data”, “Process”, “Data Controller”, “Special Categories of Data”, “Processing”, “Data Subject”, “Third Party Processing” and “Data Processor” will have the meanings given to them in the EU Directive 95/46 EC. In respect of Personal Data processed under this Agreement, the parties agree that the Customer is the Data Controller and PNT is the Data Processor. Customer and PNT both agree that they will process data in accordance with the local data protection laws. In addition, the Data Processor agrees that it will only collect, process and use Personal Data for the sole purpose of performance of the PNT Subscriptions Services described hereunder and in accordance with the Data Controller’s instructions. Customer acknowledges that Personal Data shall not include Special Categories of Data. PNT shall have no liability arising from the processing of Personal Data in accordance with Customer’s written instructions. The Data Processor shall take appropriate technical and organizational measures to adequately protect Personal Data against (i) unauthorized access, (ii) unauthorized disclosure, (iii) misuse, (iv) corruption, and (v) loss, in accordance with the requirements of the EU Directive 95/46 EC as implemented under each local law and industry best practices. The parties agree that PNT may subcontract the processing of Personal Data to a subcontractor (the “**Subcontractor**”) provided that PNT shall remain solely responsible for the acts and omissions of such Subcontractor. The Data Processor and its Subcontractor may transfer and/or store Personal Data within the European Economic Area (the “**EEA**”). The Data Processor may also transfer Personal Data to and store Personal Data in accordance with U.S. Safe Harbor requirements, provided that the Data Processor and its subcontractor are and remain Safe Harbor certified. The Data Processor shall promptly inform the Data Controller and follow up with a subsequent written notice if it becomes aware of any unauthorized or unlawful or improper processing, loss of, damage to, or destruction of any Personal Data (singly or collectively referred to as “**Security Breach**”).

14. VERIFICATION. Customer agrees that PNT or its agent may monitor the PNT Subscription Services to ensure Customer’s compliance with the terms of this Agreement. If such monitoring reveals that Customer has exceeded the number of users as specified in Order for the PNT Subscription Services, Customer agrees to pay the applicable fees for additional users.

15. MISCELLANEOUS TERMS. PNT is not liable for its failure to perform any of its obligations under this Agreement during any period in which performance is delayed by Customer or circumstances beyond PNT’s reasonable control. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Customer will receive system notifications from PNT and its licensors, if applicable (i.e. planned downtime notices, etc). This Agreement, including any Exhibits and Orders constitutes the entire agreement between Customer and PNT and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written concerning the Services. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement. There are no third party beneficiaries to this Agreement; Customer is not entering into a contractual relationship with PNT’s licensors and PNT’s licensors have no liability to Customer. No modification or waiver of any provision hereof will be effective unless made in a writing signed by both PNT and

Customer. Customer may not assign or transfer this Agreement or the Services to a third party, whether by merger or otherwise. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect. Any additional or conflicting terms of any Customer purchase order are rejected by PNT and do not apply. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation. You acknowledge that, in the event of your breach of this Agreement, PNT will not have an adequate remedy in money or damages. PNT shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. PNT's right to obtain injunctive relief shall not limit its right to seek further remedies.

16. DISPUTE RESOLUTION. Any dispute, claim or controversy concerning the parties' duties under this Agreement shall be directed to binding arbitration administered by, and pursuant to the rules of the American Arbitration Association ("AAA"). Such arbitration shall take place in Dallas County in the State of Texas. Each party shall bear the expense of their own attorney's fees and its prosecution of its claims/defenses. The parties shall share equally all other costs and expenses associated with such arbitration. Judgment upon any AAA award may be entered in any court having jurisdiction.

17. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

Exhibit A – Order Form

Initial Order

Customer Name:

Phone:

Customer Contact:

Fax:

Customer Title:

Email:

Billing Address:

Web Address:

City/State/Zip:

This order (the "Order") will serve to confirm Customer's order to Point N Time Software, Inc.. ("PNT") for the Services at the prices set forth below under the terms and conditions set forth in the Subscription Services Agreement entered into between the parties, dated _____, 201_ to which this Order is attached (the "Agreement").

1. **Description of Services to be provided by PNT:** Meeting Mapper for Salesforce
2. **Support Description:** PNT will provide support for the service as described in the document available at the PNT website.
3. **Fees:**

Customer agrees to pay the following Fees for the Services provided by PNT under this Agreement during the Term:

- a) Meeting Mapper for Salesforce - \$ annual;

TOTAL YEAR 1: USD \$

4. **Payment Terms:** 1st Year of Service due Net 30.
5. **Number of Users:** XXXX users
6. **Term:** 1 Year

By signing below, each party agrees to comply with the terms and conditions set forth in this Order and in the Agreement. This commitment is not subject to the issuance of any further purchase orders, confirmations or other events.

CUSTOMER:

Point N Time Software, Inc..

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: