MASTER SUBSCRIPTION AGREEMENT (Terms and Conditions)

This Master Subscription Agreement ("Agreement") is entered into and effective as of _____, ("Effective Date") by and between Integration Technologies, Inc., a Delaware corporation, having its principal place of business at 16 Saybrook Road, Floor 2, Essex, CT 06426 ("Integration Technologies") and _____, having its principal place of business at _____ (Customer").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   Definitions.

"**Customer Data**" means all electronic data or information submitted by the Customer to the Service.

"**Order Form**" means the ordering documents representing the initial purchase of the Service as well as any subsequent purchases agreed to between the parties in writing from time to time, that are executed hereunder and deemed incorporated into Exhibit A from time to time and that specify, among other things, the number of subscriptions ordered, the subscription term and the applicable fees.

"**Service**" means the online, web-based integration solution service, including associated offline components, provided by Integration Technologies via http://www.interweave.biz and/or other designated websites.

"**Service upgrade for newer version of QuickBooks**" means the online, web-based integration solution service, including associated offline components, provided by Integration Technologies via http://www.interweave.biz and/or other designated websites to support a customer's implementation of a newer version of QuickBooks.

"**User Guide**" means the online user guide for the Service, accessible via http://www.interweave.biz, as updated from time to time.

"**Users**" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Integration Technologies at Customer's request).

"**Production**" means the Customer's online, web-based integration solution service has passed the Customers testing effort (real (non-testing) customer data has been processed by integration solution, including binding) to data storage or API data points, and the production address of the production data storage or API data points has been entered into the Solution configuration by the Customer.

"**Production Time Frame**" means the period of time that a customer is obligated to move from a service Test Phase to Production. With the Standard Support Model provided for every Customer's Pre-Configured service, Customer is obligated to move to Production in fifteen (15) business days or less from the time of contract signing. If changes or customization to Customer's service is required after this Time Frame, Customer may either select (a), a custom Support program (b), pre-pay allocated hours for Support Services for the Subscription Year or (c), request additional functionality based on supplementary Work Order (extension no more than 5 business days after Work Order is executed by **Inter**Weave).

2.   Service.

2.1   Provision of Service. Integration Technologies shall make the Service available to the Customer pursuant to the terms and conditions set forth in this Agreement and any and all Order Form executed hereunder from time to time. During the term of this Agreement, (i) the Service shall perform materially in accordance with the User Guide, and (ii) the functionality of the Service will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by Integration Technologies with respect to future functionality or features.

(a) **Service Exemptions** – Service does not cover Professional Services Fees for 1) additional Solutions, 2) loading of data, 3) connection or environment de-bugging, 4) QuickBooks release upgrades, 5) QuickBooks connection/network/firewall issues, 6) additional Solution Profiles, and 7) implementation of a new Server. Items 4 and 5 require a 3-day advance notice and is billable. Item 7 requires a two (2) week notice.

2.2   Additional Users. User subscriptions for Service are for named Users and cannot be shared or used by more than one User but may be reassigned from time to time to new Users replacing former Users who have terminated an employment or some other prior relationship with Customer, changed job status or function, or otherwise no longer require ongoing use of the Service. Unless otherwise specified in the relevant Order Form (i) additional User subscriptions must be added in minimum increments of the price groups as defined on the price quote; (ii) the term of the additional User subscriptions may or may not be coterminous with the expiration of the then current subscription term; and (iii) pricing for the additional User subscriptions may or may not be the same as that for the pre-existing subscriptions.

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2.3 Integration Technologies Responsibilities.
Integration Technologies shall: (i) in addition to its confidentiality obligations under Section 6, not use, edit or disclose to any party other than Customer the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide telephone and online standard support to Customer (supplied as a function of the Support Charge); and (iv) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Integration Technologies shall give at least 8 hours notice via the Service and which Integration Technologies shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond Integration Technologies reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Integration Technologies employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Integration Technologies possession or reasonable control, and network intrusions or denial of service attacks.

2.4 Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Integration Technologies promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Service and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted therein. Regarding Service upgrade to newer version of QuickBooks, a customer must notify Integration Technologies three (3) days prior to implementation of QuickBooks upgrade or there will be a Service charge of six-hundred dollars ($600).

2.5 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or

store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

2.6 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within Integration Technologies website, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Integration Technologies does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Integration Technologies as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by Integration Technologies to Customer, for an additional fee, or a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement.

2.7 Privacy Statement. Integration Technologies privacy statement is set forth in Exhibit B and incorporated herein by this reference.

2.8 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

3. Fees & Payment.

3.1 User Fees. Customer shall pay all fees specified in all executed Order Forms hereunder. Except as otherwise provided, all fees are quoted in United States dollars. Fees are based on the number of Solution subscriptions purchased in

the relevant Order Form, not the extent of actual QuickBooks. Except as otherwise provided, fees are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Fees are due in full at time-of-Service subscription otherwise in accordance with the terms set forth in the relevant Order Form.

3.2   Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. If scheduled payments, failure to make agreed upon scheduled payments will result in a $500 Service re-start fee. Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars.

3.3   Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Integration Technologies discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

3.4   Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Integration Technologies reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

3.5   Taxes. Unless otherwise stated, Integration Technologies fees do not include any local, state, federal or foreign taxes, levies, or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Integration Technologies income. If Integration Technologies has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Integration Technologies with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.6   Billing and Contact Information. Customer shall maintain complete and accurate billing and contact information on the Service at all times.

4.   Proprietary Rights.

4.1   Reservation of Rights. Customer acknowledges that in providing the Service, Integration Technologies utilizes (i) the Integration Technologies name, the Integration

Technologies logo, the Integration Technologies domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Integration Technologies Technology**") and that the Integration Technologies Technology is covered by intellectual property rights owned or licensed by Integration Technologies (collectively, "**Integration Technologies IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Integration Technologies Technology or Integration Technologies IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

4.2   License Grant. Integration Technologies grants Customer and its Users a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

4.3   Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service or Integration Technologies Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or Integration Technologies Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service.

4.4   Customer Data. As between Integration Technologies and Customer, all Customer Data is owned exclusively by the Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Integration Technologies may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request.

4.5   Suggestions. Integration Technologies shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

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5. Confidentiality.

5.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, the Integration Technologies Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

5.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

5.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6. Warranties & Disclaimers.

6.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Integration Technologies represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the Integration Technologies Technology to grant the rights and licenses granted herein; and (iii) the Service and Integration Technologies Technology do not infringe any intellectual property rights of any third party.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTEGRATION TECHNOLOGIES MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTEGRATION TECHNOLOGIES HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Mutual Indemnification.

7.1 Indemnification by Integration Technologies. Subject to this Agreement, Integration Technologies shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; <u>provided</u>, that Customer (a) promptly gives written notice of the Claim to INTEGRATION TECHNOLOGIES; (b) gives Integration Technologies sole control of the defense and settlement of the Claim (provided that Integration Technologies may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to INTEGRATION TECHNOLOGIES, at Integration Technologies cost, all reasonable assistance.

7.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Integration Technologies harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Integration Technologies by a third party alleging that the Customer Data or Customer's use of the Service (as opposed to the Service itself) infringes the intellectual property rights of, or has otherwise harmed, a third party; <u>provided</u>, that Integration Technologies

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(a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Integration Technologies of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

8. Limitation of Liability.

8.1   Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF $500,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER.

8.2   Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3   Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

9. Term & Termination.

9.1   Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

9.2   Term of User Subscriptions. User subscriptions commence on the start date specified in the relevant Order Form and continue for the subscription term specified therein. User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal (not to exceed ten percent 10% per year from prior year) unless Customer gives Integration Technologies notice of termination at least 30 days prior to the end of the relevant subscription term. Annual renewal subscription payments schedule will be annual with Invoice to customer 60 days in advance.

9.3   Termination for Cause. A 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) 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. Upon any termination for cause by the Customer, Customer shall pay all fees for any/all consulting work related to custom programming or programming for custom objects. Upon termination for cause by Customer who is not in Production, Integration Technologies shall refund Customer up to twenty-five percent of any prepaid fees for the remainder of the subscription term after the date of termination. Upon termination for cause by Customer who is in Production, no refund is available. Additionally, the Customer will delete all/any referrals, references, blogs or any data, comments or opinions regarding or related to Integration Technologies or the Service.

9.4   Mediation. In the event a dispute shall arise between the parties to this [contract, lease, etc.], the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of New York Arbitration & Mediation Service. The parties agree to share equally in the costs of the mediation and cooperate fully in the effort to schedule a mediation session within 30 days of a mediation request by either party to this contract.

9.5   Outstanding Fees. N/A.

9.6   Return of Customer Data. Upon request by Customer made within 30 days of the effective date of termination, Integration Technologies will make available to Customer for download a file of Customer Data in comma separated value (.csv) format. After such 30-day period, Integration Technologies shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

9.7   Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

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10. General Provisions.

10.1   Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.2   No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.3   Notices. All notices under this Agreement 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 second business day after sending by email. Notices to Integration Technologies shall be addressed to the attention of Bruce Magown. Notices to Customer are to be addressed "Attn:_____.

10.4   Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.6   Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7   Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules.

10.8   Venue. The state and federal courts located in New York, New York shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.9   Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

10.10   Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms executed hereunder constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Master Subscription Agreement and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of such exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

10.11   Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

INTEGRATION TECHNOLOGIES, INC.

By: _____

Print Name:

Title:

Date:

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CUSTOMER

By:

Print Name: _____

Title:

Date:

EXHIBITS

Exhibit A: Order Form
Exhibit B: Privacy Statement