

IT STRATEGIES GROUP, INC.

ONLINE USER AGREEMENT

CLAIM RULER™ SOFTWARE

PLEASE READ THIS USER AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE USING THE CLAIM RULER™ SOFTWARE OFFERED BY IT STRATEGIES GROUP, INC. (“ITSG”). BY USING THE SOFTWARE IN ANY MANNER AND BY CLICKING “I ACCEPT” OR “PLACE YOUR ORDER” OR “SUBMIT” OR ANY OTHER WORDING THAT INDICATES YOUR ACCEPTANCE OR AGREEMENT TO THESE TERMS, YOU (HEREINAFTER REFERRED TO AS THE “CUSTOMER”) AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND BE A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS.¹ IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE SOFTWARE. USE OF THE SOFTWARE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS²

1. USE OF CLAIM RULER.

1.1. **GENERALLY.** Customer, upon receipt of an acceptable prepayment by ITSG, is hereby granted a limited non-exclusive and non-transferable right of access and use of the CLAIM RULER™ software located at www.itstrategiesgroup.com (hereinafter “CLAIM RULER” and “Website” respectively) in accordance with this Agreement. This right of use refers only to the object code and not to the source code. The right of use is limited to the amount of usage prepaid for, and accepted by, ITSG in accordance with Exhibit A.

1.2. **CUSTOMER ACCOUNT.** To access the CLAIM RULER, Customer must create an account thereon associated with a valid e-mail address. Customer is responsible for all activities that occur under its account, regardless of whether the activities are undertaken by you, your employees or a third party (including contractors or agents) and, except to the extent caused by our breach of this Agreement, ITSG is not responsible for unauthorized access to your account. Customer will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is

¹ . However, if the provisions of this Agreement conflict with the provisions of any written and executed Customer Agreement already in effect between the parties, then the provisions of those written and executed Customer Agreements shall prevail.

² . See footnote One.

lost or stolen. You may terminate your account and this Agreement at any time in accordance with Section 7.

1.3. **USE RESTRICTIONS.** Customer shall not (and shall not allow any third party to) (a) reproduce or modify the CLAIM RULER, (b) provide, rent, lease, disclose, use for time sharing or service bureau purposes, or otherwise transfer or distribute CLAIM RULER or any part thereof for the use by a third party, or (c) reverse assemble, reverse compile or reverse engineer CLAIM RULER, or otherwise attempt discover any of its source code or underlying proprietary information (except to the limited extent that applicable law prohibits such a reverse engineering restriction).

2. **CHANGES.** ITSG, at its discretion, may change, remove or add features to the Website from time to time in a commercially reasonable effort to improve service or correct defects.

3. **SECURITY AND DATA PRIVACY.** Without limiting the disclaimers contained in Section 10 or your obligations under Section 4, ITSG will implement reasonable and appropriate measures designed to help you secure your data against accidental or unlawful loss, access, or disclosure.

4. **CUSTOMER MUST MAINTAIN BACKUP OF DATA.** Customer is responsible for taking its own steps to maintain appropriate security, protection and backup and/or archiving of its own data.

5. **SUPPORT.** Many questions can be answered by accessing the User Manual located on the Website. Additionally, ITSG offers technical support via email at crsupport@itstrategiesgroup.com. ITSG will use commercially reasonable efforts to respond to Customer's requests for support within two business days, but does not make any representations or warranties that it will respond to a request for support within a certain amount of time, or that it will be able to remedy any problem Customer is experiencing.

6. **CUSTOMER FEES PAYABLE TO ITSG.**

6.1 **USER FEES.** Customer agrees to pay ITSG the setup and monthly reoccurring fees, as set forth in the schedule attached as Exhibit A, for the use of the CLAIM RULER software. Customer will pay ITSG the applicable fees and charges for use of the CLAIM RULER as set forth in Exhibit A using one of the payment methods ITSG supports. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deductions or withholding. All amounts under this Agreement are in U.S. dollars and payment must be made in such. ITSG may charge Customer interest, on all overdue amounts, at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the due date until paid plus reasonable costs incurred in collection (including reasonable attorney's fees).

6.2 TAXES. All fees and charges payable by Customer are exclusive of applicable taxes, and, Customer shall be responsible for the payment of such applicable taxes. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing ITSG with legally sufficient tax exemption certificates for each taxing jurisdiction. ITSG will apply the tax exemption certificates to charges on your account occurring after the date ITSG receives said tax exemption certificates.

7. TERM; TERMINATION.

7.1. TERM. The term of this Agreement will commence on the Effective Date and will remain in effect until December 31, 2017, whereupon this Agreement shall automatically terminate, unless this Agreement is terminated earlier by either party in accordance with Section 7.2.

7.2. TERMINATION.

(a) By Customer. Customer may terminate this Agreement at any time, for any reason, by providing ITSG written notice ninety (90) days in advance thereof.

(b) By ITSG Temporarily. ITSG may suspend your access to the CLAIM RULER software and Website, upon email notice to you, if we determine that: (i) you are in breach of this Agreement, including if you are delinquent on your payment obligations; and (ii) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar dissolution of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

(c) By ITSG. ITSG may terminate this Agreement for cause upon 30 days advance notice to the Customer if there is a material breach or default of this Agreement by the Customer, unless Customer has cured the material breach or default within the 30 day notice period.

7.3. EFFECT OF TERMINATION.

(a) Generally, upon any termination of this Agreement:

(i) all Customers rights under this Agreement immediately terminate;

(ii) Customer remains responsible for any and all fees and charges it shall have incurred through the date of termination;

(iii) Customer is not entitled to a refund of any prepaid fees under this Agreement which are and shall remain the property of ITSG;

(iii) Sections 4, 7, 8, 9, 10, 11, 12 and 13 will continue to apply in accordance with their terms.

(b) Any additional post-termination assistance from ITSG is subject to mutual agreement by ITSG and Customer.

8. PROPRIETARY RIGHTS.

8.1. ITSG RIGHTS. Customer acknowledges that the software, its structure, organization and source code, and the documentation on the Website are the property and constitute valuable trade secrets of ITSG and/or its suppliers.

8.2. CUSTOMER DATA. As between Customer and ITSG, Customer owns all the right title and interest in and to your data. Customer hereby consents to ITSG's use of your data to provide the calculations and documentation we offer on our Website to you and your clients.

9. INDEMNIFICATION.

9.1. GENERAL. Customer will defend, indemnify, and hold harmless ITSG, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, expenses (including reasonable attorney's fees) arising out of or related to any third party claim concerning: (a) Customer's use of the CLAIM RULER software and the resulting products and calculations (including any activities in your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by the Customer; (c) any claim involving alleged infringement or misappropriation of third party rights to your data entered on the Website; or (d) any dispute between Customer and one of Customer's clients. If ITSG or its affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, Customer will reimburse ITSG for reasonable attorney's fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

9.2. PROCESS. ITSG will promptly notify Customer of any claim subject to Section 9.1, but our failure to promptly notify you will only affect your obligations under Section 9.1 to the extent that our failure prejudices Customers' ability to defend the claim. Customer may: (a) use counsel of its own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain ITSG's prior written consent before entering into any settlement. Additionally, ITSG reserves the right to assume control of the defense and settlement of the claim at any time.

10. DISCLAIMERS.

THE CLAIM RULER SOFTWARE IS PROVIDED "AS IS". ITSG AND ITSG'S LICENSORS MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE REGARDING

CLAIM RULER OR ITS WEBSITE, INCLUDING ANY WARRANTY THAT CLAIM RULER OR WEBSITE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT OR YOUR DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ITSG AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

11. LIMITATIONS OF LIABILITY.

ITSG AND OUR AFFILIATES OR LICENSORS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ITSG OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL ITSG'S LIABILITY ARISING OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES AND CHARGES RECEIVED BY ITSG FROM CUSTOMER UNDER THIS AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 11 IS AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

12. CONFIDENTIALITY. In the course of performing this Agreement, the parties may disclose to each other Confidential Information. "Confidential Information" shall mean any and all non-public technical and non-technical information provided by either party to the other, including but not limited to (i) patent and patent applications; (ii) trade secrets; and (iii) proprietary information including but not limited to know-how, processes, software programs, software source documents, and formulae related to the current, future and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details, and specifications, engineering, procurement requirements, purchasing, manufacturing, customer lists, financial information, investors, employees, business and contractual relationships, business forecasts, sales, merchandising, marketing, plans and information the disclosing party provides regarding third parties.

All Confidential Information shall remain the sole property of the disclosing party, and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. Each party agrees: (i) not to use any Confidential Information of the other party for any purpose except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder; (ii) to disclose such Confidential Information only to employees (or third party subcontractors permitted under this Agreement) who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than set forth herein; (iii) to protect such Confidential Information from unauthorized use, access or disclosure in the same manner that it protects its own similar Confidential Information, but, in no event with less care than a reasonably prudent business would exercise; and (iv) to promptly notify the other party of any actual or potential unauthorized access to or use of Confidential Information. The foregoing restrictions on disclosure shall not apply with respect to any information that (i) was already in the parties' possession before disclosure; (ii) was or has become publicly available through no fault of the receiving party; (iii) has been received from a third party which the receiving party believed in good faith was legally authorized to hold and disclose such information; or (iv) is required to be disclosed pursuant to law or legal process; provided that in such event receiving party shall immediately notify disclosing party of such requirement and provides reasonable assistance in any efforts to protect the Information from disclosure. This Section 12 will survive any termination of the Agreement for a period of five (5) years with respect to non-technical information and in perpetuity with respect to information, including the software, the documentation thereof, and any code.

13. MISCELLANEOUS.

13.1. Amendment. Subject to applicable law, this Agreement may be amended, modified and supplemented only by a written agreement signed by all of the parties.

13.2 Entire Agreement. This Agreement, including the schedules and exhibits hereto and the documents, annexes, attachments, certificates and instruments referred to herein and therein, embodies the entire agreement and understanding of the parties hereto in respect of the agreements and transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications and understandings, oral or written, express or implied, between the parties with respect to such transactions. There are no agreements, representations, warranties, promises, covenants, arrangements or understandings between the parties with respect to such transactions, other than those expressly set forth or referred to herein.

13.3. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other

provision of this Agreement in such jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

13.4. Successors and Assigns. Customer will not assign this Agreement, or delegate or sublicense any of its rights under this Agreement, without ITSG's prior written consent. Any assignment or transfer in violation of this Section 13.4 will be void. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

13.5. Remedies. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that the any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement.

13.6. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to ITSG at the address set forth below and to any other recipient at the address as indicated by ITSG's account records, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices shall be deemed to have been given hereunder when delivered personally, three days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service. ITSG's address is:

IT Strategies Group, Inc.
401 East Las Ollas Boulevard
Unit 130—356
Fort Lauderdale, Florida 33301
Attn: President

13.7. Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the state in which the ITSG's chief executive office is located, the time period shall automatically be extended to the business day immediately following such Saturday, Sunday or legal holiday.

13.8. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

13.9 Delays or Omissions; Waiver. No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such party nor

shall it be construed to be a waiver of, or estoppel with respect to, any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party hereto of any breach or default under this Agreement, or an waiver on the part of any party of any provisions, obligations, covenants, agreements or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing.

13.10 Strict Construction. This Agreement shall not be strictly construed against any party hereto.

13.11 Authority. Each individual executing this Agreement on behalf of a corporation, limited liability company, professional association or other entity and hereby warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation, limited liability company, professional association or other entity that the individual represents.

13.12 Reference. Upon ITSG's reasonable request (or the reasonable request of a third party directed to Customer by ITSG), Customer may act as a reference for ITSG, including taking reference calls from prospective customers to discuss the merits of the CLAIM RULER and/or the Website and to share the Customer's experience working with ITSG.

13.13 Force Majeure. ITSG and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its respective control, including acts of God, labor disputes, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, hurricanes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.14 Independent Contractors. Customer and ITSG are independent contractors, and neither party, nor their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

13.15 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.16 ITSG Not An Attorney. ITSG is not a law firm, and none of its employees are attorneys. Customer agrees that ITSG is not providing any legal advice or legal services by or through its Website or by any other means, and, Customer acknowledges that and will govern itself accordingly. Customer hereby acknowledges that the Website has been prepared for informational and reference purposes only and is not intended to provide legal advice. Customer should not rely on any information contained in the Website

regarding any legal issues.

13.17. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. In furtherance of the foregoing, the internal law of the State of Florida shall control the interpretation and construction of this Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply. Venue for all proceedings hereunder shall be in Broward County, Florida.

13.18. **Dispute Resolution.** All disputes, differences, controversies, or claims arising out of or relating to this Agreement, or the validity, interpretation, breach, violation, or termination thereof, shall be finally and solely determined and settled by arbitration in Fort Lauderdale, Florida, U.S.A., in accordance with the Rules of the American Arbitration Association. The arbitration shall be conducted by a sole arbitrator, and all proceedings shall be conducted in the English language. The arbitrator shall make the final determination as to any discovery of materials and information before the hearing of the cause. The arbitrator shall be chosen by the American Arbitration Association, and the arbitrator's award shall state the reasons upon which the award is based. The arbitrator is hereby instructed, directed, and commanded to assume case management initiative and to initiate early scheduling of all events and proceedings so as to resolve any disputes as expeditiously as possible. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. Notwithstanding such procedures, in the event of an actual or threatened breach hereunder, the aggrieved party may seek equitable relief (including without limitation injunctive relief) in any court or other forum, without first submitting to such dispute resolution procedures hereunder.

13.19. **Costs of Enforcement.** In the event that any party hereto shall either seek arbitration and/or to bring an action for breach or to otherwise enforce the terms, covenants and provisions of this Agreement and shall obtain a settlement, decision or judgment in its favor, then that party shall be entitled to recover all costs and expenses incurred, including reasonable fees and disbursements of counsel, both at arbitration, trial and in appellate proceedings.

DOCUMENT CREATED ON JULY 29, 2013

EXHIBIT A



Bronze \$149 / month Just Getting Started	Silver \$199 / month Perfect for Single Location	Gold \$249 / month Multi-Location Solution	Platinum \$349 / month High-Volume/ Multi-Locations
1 User	3 Users	5 Users	8 Users
1,000 Contacts	2,500 Contacts	5,000 Contacts	Unlimited Contacts
10GB File Storage	20GB File Storage	100GB File Storage	Unlimited File Storage
\$40 / Additional User	\$30 / Additional User	\$20 / Additional User	\$15 / Additional User
-		\$49 / Additional Location	\$79 / Additional Location

Setup Fee (ONE-TIME)	Price
Setup and Initial Training	\$1,000.00
<i>** Includes import of 1 database into Claim Ruler in approved formats listed below and up to 4 hours of customization.</i>	

DISCOUNT For Prepayment
1-Year Prepayment 10% Discount
2-Year Prepayment 15% Discount