

## Tally

### Domestic Distribution Agreement

This Distribution Agreement (the "Agreement") between Tally , Inc., a Delaware corporation with principal offices at 121 Main Fall St., San Francisco, California 941132 ("Tally ") and BuyCo. Inc. ("Distributor"), a Florida corporation, with principal offices at 350 BuyCoDrive, WQ, California 33762 shall be effective as of the date of execution by Tally ("Effective Date").

In consideration of the representations, warranties, covenants and agreements set forth herein and intending to be mutually bound, the parties hereto agree as follows:

**1. Definitions** Capitalized terms shall have the meaning set forth in Exhibit A, attached hereto and incorporated herein by this reference.

### **2. Distribution Rights**

2.1 During the term of this Agreement, Tally grants to Distributor the non-exclusive right and license to purchase and to distribute the Products, identified on Exhibit B, to Resellers located in the Territory.

2.2 Tally reserves the right at any time to discontinue the production or distribution of any of its Products, to modify the design of or upgrade its Products and to change its support, warranty, or other Product-related policies upon written notice to Distributor. Tally also reserves the right to add Products to or delete Products from Exhibit B, at any time, upon written notice to Distributor.

### **3. Price, Payment**

3.1 Tally will charge Distributor the Purchase Price for the Products according to its Price List (see Exhibit B) in effect at the time of the order. Tally reserves the right to change its Purchase Prices at any time, upon written notice to Distributor, and shall provide thirty (30) days notice of any increase in Prices.

3.2 In the event Tally reduces the Purchase Price of any Product, Tally will credit to Distributor an amount equal to the product of (a) the difference between the new Purchase Price and the former Purchase Price for such Product, and (b) the number of units of such Product then in Distributor's and its customers' inventory plus (c) the number of units sold to Resellers Forty Five (45) days prior to the reduction provided that (i) the Resellers are entitled to price protection, and (ii) Distributor can provide evidence, within Forty-Five (45) days of notification by Tally , that price production has been claimed by the Resellers for such units. In the event that Tally should raise the Purchase Price of any Product, Tally will honor each order made or mailed by Distributor before such price change becomes effective at the Purchase Price in effect when such

order was made or mailed.

3.3 Payments on credit terms shall be made in accordance with Payment Terms, defined on Exhibit A. If Distributor does not qualify for credit terms, or upon prior agreement with Tally , Distributor shall prepay orders, after first contacting Tally to obtain the invoice total. Tally shall ship Products after receipt and clearing of full prepayment. Should Tally grant credit terms, Tally reserves the right to cancel or delay delivery of Products if Distributor fails to make timely payments for Products purchased under the Agreement or if Tally deems itself insecure. Failure to make timely payments of undisputed obligations shall be deemed to be a material breach of the Agreement.

3.4 Any claims for a credit to Distributor's account, upon any basis (e.g., for price protection, defective Product returns, marketing activities, etc.), shall be brought to Tally's attention, in writing, within ninety (90) days of the date of the event upon which the claim is based. Tally agrees to consider any claims brought thereafter on a case-by-case basis.

3.5 Tally's prices do not include any foreign, federal, state, local sales, or use taxes, which Tally may be required to pay or collect upon the delivery of the Products or upon collection of the price. Should any tax or levy be made, Distributor agrees to pay such tax or levy and indemnify Tally for any claim for such tax or levy demanded. Distributor covenants to Tally that all Products acquired hereunder will be for redistribution in the ordinary course of Distributor's business, and Distributor agrees to provide Tally with appropriate resale certificate numbers and other documentation satisfactory for the applicable taxing authorities to substantiate any claim of exemption from any such taxes or fees.

#### **4. Return of Discontinued Products; Stock Rotation**

4.1 Discontinued Products Following the procedure set forth in Section 4.4 and on a dollar-for-dollar reorder basis, Distributor may return any and all discontinued Products in its inventory and discontinued Products returned to it by its Resellers, providing it does so within ninety (90) days of the release by Tally of the superseding Product or Tally's notice of discontinuance of the Product, as applicable. If return levels of inventory are higher than 4 weeks of current run rate which means the average weekly sales by product over the past four consecutive weeks ("Run Rate"), Tally will work in good faith with BuyCoto take back product without having to place an offsetting PO

4.2 Stock Rotation Following the procedure set forth in Section 4.4 and on a dollar-for-dollar reorder basis Distributor may rotate its stock by returning up to ten percent (10%), in dollar value, of the previous calendar quarter's purchases of Products, net of returns. If Distributor's inventory levels exceed a 4 week current Run Rate, Tally will work in good faith with BuyCoto take back product.

4.3 Defective Products. Following the procedure set forth in Section 4.4 and on a dollar for dollar basis, Distributor shall return any opened units of Product returned by Resellers or End Users which is defective. Defective Product is defined as a product which (a) is considered

defective in accordance with the terms of the Tally warranty set forth in the End User License accompanying the Product (b) has had the shrink wrap or other packaging seal broken before sale to the End User (c) is missing any components of the original package or the components of the original packaging are damaged or modified and/or (d) is in a box that has become damaged and is not otherwise fit for resale. Distributor shall place an offsetting order for any returns under this section. Distributor shall not knowingly distribute any defective products.

4.4 RMA. Distributor shall request a Return Merchandise Authorization ("RMA") number, offering a purchase order equal to or greater in value to the aggregate Purchase Price of the Products to be returned. Upon receipt of the purchase order, Tally shall issue an RMA number, which must accompany the return shipment. To be eligible for return, such Products must be new, unused and in their original, sealed packaging. Returns under Section 4.2 shall be at Distributor's expense. Returns under Section 4.3 shall be at Tally's expense. However, no return will be accepted by Tally if, at the time of the requested return, Distributor is in material default or material breach of any provision of this Agreement, including without limitation failure to comply with any applicable credit terms or delinquency in any payment to Tally.

## **5. Orders and Shipping**

5.1 Upon receipt of an order by Distributor, Tally shall use reasonable efforts to deliver such order to Distributor within ten (10) days of the date of such order. Orders shall be shipped F.O.B. Tally's continental United States warehouse location(s). Tally shall ship orders in accordance with Tech Data's published routing guides. Tally requests that orders be placed at least two (2) weeks in advance of the requested date for shipment but in no event shall any order be placed more than ninety (90) days in advance of the requested ship date. All risk of loss or damage to the Products will pass to Distributor upon delivery by Tally to the carrier, freight forwarder, or Distributor, whichever occurs first. Tally shall ship orders to Distributor at least as promptly as Tally ships any other orders received at or about the same time. Should orders for Products exceed Tally's available inventory, Tally may allocate its available inventory and make deliveries on a basis Tally deems equitable, in its sole discretion, and without liability to Distributor on account of the method of allocation chosen or its implementation. In any event, Tally will not be liable for any damages, direct, consequential, special or otherwise, to Distributor or to any other person for failure to deliver or for any delay or error in delivery of Products. Tally shall provide to Distributor, at no charge, a hard copy Proof of Delivery for any drop shipment and all shipments when reasonably requested by Distributor. Tally shall also provide packing slips when requested. The POD shall be faxed to Distributor within ten (10) business days of the initial request. If the POD is not received within the specified time, the invoice will be considered disputed and no payment shall be made to Tally on that invoice until Distributor receives the POD.

5.2 Distributor shall be required to purchase a quarterly minimum in the amounts set forth in Exhibit B. All orders for Products shall be subject to the minimum order quantity set forth in Exhibit B, and Distributor will maintain inventory equal in value to the average of the preceding four week's sale of Product, or as may otherwise be jointly agreed between Tally and Distributor.

5.3 Tally reserves the right to cancel any orders placed by Distributor and accepted by Tally

or to refuse or delay shipment thereof, upon prior written notice, if Distributor (i) fails to make any payment of undisputed obligations as provided in this Agreement or under the terms of payment set forth in any invoice or otherwise agreed to by Tally and Distributor, (ii) fails to meet reasonable credit or financial requirements established by Tally, including any limitations on allowable credit, or (iii) otherwise fails to comply with the terms and conditions of this Agreement. No such cancellation, refusal or delay will be deemed a termination (unless Tally so advises Distributor) or breach of this Agreement by Tally.

## **6 . Advertising and Promotion**

6.1 Distributor shall be entitled to participate in Tally's Marketing Fund ("MF") Program in accordance with the terms and conditions set forth in Exhibit C attached hereto and made a part hereof. Tally shall be entitled to either cancel or change the terms and conditions of the MF Program on thirty (30) days written notice.

6.2 Tally agrees to provide reasonable training and sales collateral materials as Distributor may request, and to provide sales training for Distributor's staff, at times to be mutually agreed upon. In addition, Tally agrees to provide reasonable number of units of Product for in-house training, resources library and technical support use. These units, as well as any Not For Resale ("NFR") units Distributor may purchase (with the exception of special, promotional "NFR" units), may not be distributed or resold. Distribution of such Products in violation of the terms of this Section will constitute a material breach of this Agreement.

6.3 Pass through Marketing Activities. Distributor shall not be financially responsible for any pass through advertising and/or marketing activities to which Tal

has committed to Distributor's Customers. Tally shall notify Distributor's Product Marketing division of any such activities at least 30 days prior to the promotion or activity date. Tally's notification should include the following information: the date of the activity, the type of event (i.e. end cap, preprint, etc), the Product titles involved, the specifics of the deal, and the cost of the activity. Distributor shall be entitled to deduct the full amount due for such activities from the next monies owed to Tally. If the amount owed by Tally to Distributor exceeds any balances owed by Distributor to Tally, then Tally shall, upon Distributor's request, issue a check payable to Distributor within ten (10) business days of Distributor's request.

6.4 Core Communication Program. Following the procedures set forth in section 6.1 and Exhibit C, Tally will agree to participate in the Core Communication Program as long as the cost of the program does not exceed the total MDF accrued for one quarter.

**7. Reports** Distributor will provide Tally, within three (3) business days after the end of each week, and month, a written report and computer media data files (in a format, style and manner approved by Tally) showing, for such week, and month (i) Distributor's shipments of each the Products with the ship-to address, Reseller or VAR name, and the quantity and type of Product sold, and (ii) Distributor's current inventory level for each of the Products.

**8. Notice** Any notices, requests and demands hereunder to be given by either party to the other shall be in writing and sent by certified mail to each party's address as set forth above and sent to the attention of the Senior Buyer or Product Manager as applicable if sent to Distributor, and to the attention of the Account Manager - Distributor Sales, if sent to Tally, with a courtesy copy to the General Counsel of Tally.

## **9. Warranties and Disclaimers.**

9.1 Warranty to Distributor. Tally hereby warrants that Tally has all right, title, and ownership interest necessary to sell the Products to Distributor pursuant to this Agreement, the Products are new and shall be free and clear of all liens and encumbrances.

9.2 Tally and Distributor shall comply with any and all applicable United States codes, laws and regulations.

9.3 Product Warranty. Tally provides a limited warranty to end users of the Products in the End User License Agreement which is incorporated into the Products. Distributor will make no other warranty on Tally's behalf.

9.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. Tally DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. Tally DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **10. Indemnification**

### **10.1 Indemnification of Distributor**

Tally agrees that, if notified promptly in writing and given sole control of the defense and all related settlement negotiations, and if Distributor cooperates and provides reasonable assistance at Tally's expense, Tally will defend Distributor against any claim based on an allegation that (i) a Product supplied hereunder infringes a US copyright, US trademark, US Patent or state trade secret right, (ii) a Product supplied hereunder caused the death of or a personal injury to, any person, (iii) Tally violated any United States law, statute or ordinance or any United States governmental or administrative order, rule or regulation with regard to the Product or its manufacture, possession, use or sale or (iv) arises from Tally's acts or omissions to the extent that Tally was found liable by a court of competent jurisdiction. Tally will pay any resulting costs, damages and attorneys' fees finally awarded by a court with respect to any such claims. Distributor agrees that, if the Products in the inventory of Distributor, or the operation thereof, become, or in Tally's opinion are likely to become, the subject of such a claim, Distributor will permit Tally, at Tally's option and expense, to, among other things, procure the right for Distributor to continue marketing and using such Products, or to replace or modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms that Tally in its sole discretion deems reasonable, Distributor will return such Products on written request from Tally. Tally will grant Distributor a credit equal to the price paid by Distributor for such returned Products, as adjusted for discounts, returns and credits actually given, provided that such returned Products are in an undamaged condition. Tally will have no obligation to Distributor with respect to infringement of patents, copyrights, trademarks or trade secrets or other proprietary rights beyond that stated in this Section 10.1

### **10.2 Limitation**

Notwithstanding Section 10.1 Tally will not be liable to Distributor for any claim arising from or based upon any alteration or modification of the Products by Distributor or any third party under

the control or direction of Distributor.

### 10.3 Indemnification of Tally

Distributor agrees to indemnify and hold harmless Tally , its affiliates, employees and agents, against any and all claims and liabilities (including reasonable attorney's fees and costs of litigation) arising from Distributor's acts, omissions or misrepresentations, regardless of the form of action.

## 11. Term and Termination

11.1 This Agreement shall become effective as of the Effective Date and shall continue in force until terminated by either party, as set forth in Sections 11.2 and 11.3, below.

11.2 Either party hereto may terminate this Agreement upon thirty (30) days written notice to the other (a) following any material breach or omission by the other with respect to any term, representation, warranty, condition, or covenant hereof and the failure of such other party to cure such breach or omission prior to the expiration of such thirty (30) day period, provided that in the event Distributor defaults in any payment due Tally such notice period prior to termination will be reduced to ten (10) days; or (b) if (i) the other party is adjudged insolvent or bankrupt or circumstances arise that would entitle a court to make such a finding, (ii) all or a substantial portion of its assets are transferred to an assignee for the benefit of creditors, to a receiver or a trustee in bankruptcy or (iii) the other party ceases its business operations

11.3 Either party may terminate this Agreement at will, at any time during the term of this Agreement, with or without cause, by written notice given to the other party not less than one hundred days (100) days prior to the effective date of such termination.

11.4 Upon termination of this Agreement, Distributor shall submit to Tally within ten (10) days after the effective date of termination, a list of all Products in Distributor's inventory. If either Tally or Distributor terminates this Agreement in accordance with Section 11.3 or if Distributor terminates this Agreement in accordance with Section 11.2, then Tally shall repurchase all such Products, if they are in new and original condition. If Tally terminates this Agreement in accordance with Section 11.2, Tally may, at its option, repurchase any such Products, if they are in new and original condition. If Tally exercises its option to repurchase, Distributor shall return all products, which Tally has agreed to repurchase. After receipt of all returned Products, which must be returned to Tally at Distributor's expense within thirty (30) days of Tally's authorization, Tally will pay Distributor the actual price Distributor paid for such Products, less applicable rebates or credits and subtracting any amounts then owing to Tally. If Tally chooses not to repurchase any Products in Distributor's inventory, Distributor shall have sixty (60) days from the effective date of termination to distribute such Products on a non-exclusive basis, in accordance with normal business practice and the terms



and conditions of this Agreement including the limitations of Section 4.3, except for the offsetting purchase order.

11.5 In the event Tally issues a notice of termination due to Distributor's breach of this Agreement, Tally will be entitled to reject all or part of any orders received from Distributor after notice but prior to the effective date of termination. In the event a notice of termination is issued by either party, Tally may limit monthly shipments to Distributor during the notice period to Distributor's average monthly shipments from Tally during the twelve (12) months prior to the date of notice of termination. Notwithstanding any credit terms made available to Distributor prior to the date of a termination notice, any Products shipped thereafter will be paid for by certified or cashier's check prior to shipment. The due dates of all outstanding invoices to Distributor for the Products will be accelerated automatically so they become due and payable on the effective date of termination, even if longer terms had been provided previously. All orders or portions thereof remaining unshipped as of the effective date of termination will automatically be canceled and any unused MDF will be forfeited.

11.6 DISTRIBUTOR AND Tally EACH WAIVE ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 11.6 HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR Tally TO ENTER INTO THIS AGREEMENT AND THAT Tally WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN.

11.7 The termination of this Agreement shall not affect any rights of either party with respect to any breach of this Agreement, or any rights under Section 10 (Indemnification) hereof or Distributor's rights to market and promote Distributor's inventory of Products as provided in Section 11.4 above. In addition the following Sections shall survive any termination of this Agreement: 3.3, 3.4, 3.5, 9.4, 11.6, 11.7, 12, 13, and 14.

## **12. Limitation of Liability**

12.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR LOSS OF PROFITS) OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Tally 'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS PAID TO Tally FOR THE PREVIOUS TWELVE (12) MONTHS AGGREGATE PURCHASES, BASED FROM THE DATE THE ACTION ACCRUED ("CAP"); PROVIDED, HOWEVER, SUCH CAP SHALL NOT APPLY TO Tally 'S INDEMNITY OBLIGATION TO DISTRIBUTOR FOR THIRD PARTY INTELLECTUAL PROPERTY CLAIMS AS EXPRESSLY



SET FORTH IN SECTION 10.1(i) OF THIS AGREEMENT. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY AND RISK SET FORTH IN THIS SECTION.

12.2 No action arising out of or related to this Agreement, regardless of form, may be brought by Distributor more than two (2) year after the cause of action has accrued.

### **13 Trademarks, Trade Names And Copyrights**

13.1 During the term of this Agreement, Distributor is authorized by Tally to use the trademarks Tally uses for the Products solely in connection with Distributor's advertisement, promotion and distribution of the Products. Distributor's use of such trademarks and logos will be in accordance with Tally's written policies in effect from time to time, including but not limited to trademark usage Guidelines at [www.Tally.com](http://www.Tally.com).

13.2 As both a covenant by Distributor and a condition of Tally's authorization of Distributor's distribution, Distributor will include on each copy of any materials that it creates regarding or referring to the Products all trademark, copyright and other notices of proprietary rights included by Tally on the Products or requested to be so included by Tally from time to time. Distributor agrees not to alter, erase, deface or obscure any such notice on anything provided by Tally.

13.3 Distributor has paid no consideration for the use of Tally's trademarks, logos, copyrights, trade secrets, trade names or designations, and nothing contained in this Agreement will give Distributor any interest in any of them. Distributor acknowledges that Tally owns and retains all copyrights and other proprietary rights in all the Products, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, trade secret, copyright or logo belonging to or licensed to Tally (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any copyright in the Products) or attempt to grant any right therein. Distributor agrees not to attach any additional trademarks, logos, trade designations or other legends to any Product without the prior written consent of Tally. Distributor further agrees not to affix any Tally trademark, logo or trade name to any non Tally product.

13.4 Except to the extent permitted pursuant to Section 11.4 hereof, upon termination of this Agreement, Distributor will forthwith cease all display, advertising and use of all Tally names, marks, logos and designations and will not thereafter use, advertise or display any name, make or logo which is, or any part of which is, similar to or confusing with any such designation associated with any Product.

13.5 Distributor agrees to cooperate at Tally's expense in Tally's efforts to protect its proprietary rights. Distributor agrees to notify Tally of any known or suspected breach of Tally's proprietary rights that comes to Distributor's attention.

### **14. Other Terms and Provisions**

14.1 This Agreement and the Exhibits attached hereto contain all the Agreements, understanding, representations, conditions, warranties and covenants, and constitutes the sole and entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior communications or agreements, written or oral. This Agreement may not be released or modified except by the mutual written consent of both Distributor and Tally as attested to by an instrument signed by an officer of each of them.

14.2 Tally and Distributor are each independent entities and neither party shall be, nor represent itself to be, a franchiser, franchisee, joint venture, partner, master, servant, principal, agent or legal representative of the other party for any purpose whatsoever.

14.3 If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14.4 All terms, conditions, or provisions which may appear as preprinted language or otherwise be inserted within any purchase order, confirmation or invoice for any Product shall be of no force (unless mutually agreed upon by both parties) and effect notwithstanding the execution of such purchase order or other document subsequent to the date of this Agreement.

14.5 The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors and administrators, as the case may be; provided, that, as the license from Tally hereunder is personal to Distributor, Distributor may not sublicense, assign or transfer any of its rights, privileges or obligations hereunder either in whole or in part, without the prior written consent of Tally. Nor shall an assignment or transfer of

Agreement and the licenses granted herein be affected by operation of law, such as for example, by merger, consolidation, sale of the business or assets, or by acquisition of a majority of the voting stock of Distributor by a third party, without the prior written consent of Tally. Any attempted assignment in violation of the provisions of this Section 14.5 will be void.

14.6 In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the costs, attorney's fees and other expenses incurred by such prevailing party in the litigation.

14.7 Waiver by either Distributor or Tally of one or more terms, conditions, or defaults of this Agreement shall not constitute a waiver of the remaining terms and conditions or of any future defaults of this Agreements.

14.8 The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California excluding that body of laws controlling conflict of laws. Any suit between the parties relating to this Agreement shall take place in the state courts located in San Francisco County, California, or the federal courts for the Northern District of California. The parties hereby submit to the personal jurisdiction of, and waive any objection to, the jurisdiction of or venue in such courts.

14.9 Insurance. Tally shall maintain Commercial General Liability Insurance in an amount standard and reasonable for the industry. Upon request by BuyCO,, Tally shall provide certificates of insurance as proof of such coverage.

14.10 Confidentiality. Each party acknowledges that in the course of performance of its obligations pursuant to this Agreement, it may obtain certain information specifically marked as confidential or proprietary ("Confidential Information"). Each party hereby agrees that all such Confidential Information communicated to it by the other party whether before or after the Effective Date, shall be and was received in strict confidence, shall be used only for purposes of this Agreement, and shall not be disclosed without the prior written consent of the other party. Confidential Information shall not include information which: (a) was lawfully in the receiving party's possession from a source other than the disclosing party before receipt from the disclosing party; (b) is or became available to the public through no fault of the receiving party; (c) was obtained in good faith by the receiving party from a third party who was lawfully in possession of such information, not subject to an obligation of confidentiality owed to the disclosing party; (d) was independently developed by the receiving party, without reference to Confidential Information received hereunder and not in breach of this Agreement; or (e) was communicated in response to a valid order by a court or other governmental body, or was otherwise required by law. The provisions of this Section shall survive termination or expiration of this Agreement until such time as the information is no longer Confidential Information or three years after said termination or expiration, whichever period is shorter.

Tally , INC.

By: /s/ Arthur Legals

Name: Arthur Legals

Title: EVP

Date: 8/20/11

BuyCo PRODUCT MANAGEMENT, INC.

By: /s/ BuyCO PM

Name: Product Manager BuyCO

Title: Senior Vice President, Product

Date: 4/30/11

Sample

Sample