

Master Subscription Agreement

This Master Subscription Agreement ("Agreement") governs your acquisition and use of Mined Systems Inc.'s Web sites and Mined Systems Services. By accepting this Agreement and by clicking the box that indicates your acceptance, you agree to the terms of this Master Subscription Agreement. If you are entering into this agreement on behalf of a company or another legal entity, you are representing that you have the authority to do so and that Mined Systems Inc. will rely on your representation. You are representing that you have the authority to bind such entity and its affiliates to the term of this Master Subscription Agreement and its terms and conditions. In which case the terms of "you" and "your" shall refer shall refer to such entities and affiliates. If you do not have such authority or if you do not know if you have such authority, or if you are not in agreement with these Terms and Conditions, DO NOT ACCEPT THIS Agreement and you may not use the Mined Systems Inc. Web sites or Services. You may not access the Services if you are a direct competitor of Mined Systems Inc., except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. This Agreement was last updated on February 2, 2013. It is effective between you and Mined Systems Inc. as of the date that you accept this Agreement. Mined Systems, Inc. reserves the right to modify this Master Subscription Agreement at any time without notice.

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1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, contracts work, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs. "Non-Mined Systems Inc. Applications" means online applications and offline software products which are provided by entities or individuals other than Mined Systems Inc. and are clearly identified as such, and that interoperate with the Services. "Order Form" means the documents for placing orders hereunder, including addenda thereto that are entered into between you and Mined Systems Inc. or any of Mined Systems Inc.'s Affiliates from time to time. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. "Purchased Services" means Services that you or your Affiliates purchase under an Order Form. "Services" means the products and services that are ordered by you under an Order Form and made available by

Mined Systems, Inc. "User Guide" means the online user guide for the Services which is accessible on the application Web site. "Users" means individuals is singularly authorized to use the Services, for whom a subscriptions of Service has been ordered, and who has been supplied a unique user identification and password by Mined Systems, Inc. Mined Systems Inc. does not issue enterprise licenses or subscriptions; nor does it permit sharing of its subscriptions, or credentials. If and when Mined Systems Inc. detects sharing of a subscription, or credentials, it will terminate access for the user. If you suspect that your user subscription credentials have been compromised without your permission, please contact Mined Systems, Inc. immediately at SandlerSPM@minedsystems.com, or call us at 703.738.0072. At that time, we will change your credentials for you. "We," "Us" or "Our" means Mined Systems Inc. a Virginia Corporation. "You" or "Your" means you as an individual User. "Your Data" means all electronic data or information which is all voluntarily submitted by you based on your clicking "Accept" and resulting acceptance of this Master Subscription Agreement, and your clicking "Accept" and resulting acceptance to the Privacy Notice and the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. Mined Systems Inc. shall make the Purchased Services available to you pursuant to this Agreement. You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by the individual user only. User subscriptions are for designated Users only and cannot be shared or used by more than one User at any time.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide support for the Purchased Services if you purchase Support Services from Mined Systems Inc. Please connect with Mined Systems, Inc. if you have not purchased Support Services and would like to do so at SandlerSPM@minedsystems.com, or call us at 703.738.0072. The Mined Systems Website is available for use 24 hours per day, 365 days per year except for unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes, labor problems, Internet service provider failures or delays, or denial of service attacks. We will provide the Purchased Services in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as you have provided us with permission to share data in accordance with and by your clicking "Accept" and your resulting acceptance of the Privacy Policy, or (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by you, or (d) access your data except to provide the Services and prevent or address service or technical problems, or at your request in connection with customer support matters.

3.3. Your Responsibilities. As a User, you shall (i) be responsible for your compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of your data and of the means by which you acquired your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Mined Systems, Inc. promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than yourself as the User, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights for which you will be solely responsible and Mined Systems, Inc. hereby disclaims any

liability whatsoever, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.3. Usage Limitations. Services may be subject to other limitations, such as Internet connectivity, etc.

4. NON-MINED SYSTEMS INC. PROVIDERS

4.1. Acquisition of Non-Mined Systems Inc. Products and Services. Mined Systems, Inc. may from time to time make available to you third-party products or services, including but not limited to Non-Mined Systems Inc. Applications and implementation, customization and other consulting services. Any acquisition by you of such non-Mined Systems Inc. products or services, and any exchange of data between you and any non-Mined Systems Inc. provider, is solely between you and the applicable non-Mined Systems Inc. provider. We do not warrant or support non-Mined Systems Inc. products or services.

4.2. Non-Mined Systems Inc. Applications and Your Data. If you install or enable Non-Mined Systems Inc. Applications for use with Services, you acknowledge that we may allow providers of those Non-Mined Systems Inc. Applications to access your Data as required for the interoperation of such Non-Mined Systems Inc. Applications with the Services. Mined Systems, Inc. shall not be responsible for any disclosure, modification or deletion of your Data resulting from any such access by Non-Mined Systems Inc. Application providers.

4.3. Integration with Non-Mined Systems Inc. Services. The Services may contain features designed to interface and operate with Non-Mined Systems Inc. Applications (e.g., Google, Outlook, QuickBooks or other applications). To use such features, you may be required to obtain access to such Non-Mined Systems Inc. Applications from their providers. If the provider of any such Non-Mined Systems Inc. Application ceases to make the Non-Mined Systems Inc. Application available for operation with the corresponding Service features on reasonable terms. Mined Systems, Inc. may cease providing such Service features at any time without entitling you to any refund.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified in all Order Forms hereunder. Pursuant to an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. The initial charge for the Services shall be for three months beginning with the month of the start date.

5.2. Invoicing and Payment. You will provide Mined Systems, Inc. with valid and updated credit card information to pay for your subscription and services. When you provide credit card information to Mined Systems, Inc., you authorize us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 10 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

5.3. Overdue or Past Due Charges. If any charges are not received from you by the due date because your credit card was dishonored, then we may suspend or terminate your subscription.

5.4. Suspension of Service and Acceleration. If any amount owing by you under this or any other agreement for Mined Systems, Inc. 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.

5.5. Payment Disputes. We shall not exercise our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, Mined Systems, Inc. reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror content of the Services (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Data Mining. You are providing Mined Systems, Inc. the right to utilize your data for the purpose of data mining, performing analytics, and creating and reporting on business trends and other statistical information which will be shared on a business, vertical, industry or other basis. Data will be reported in aggregate and as trends, statistical charts, graphs, and forecasts only.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") 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. Your Confidential Information shall include your Order Forms, business and marketing plans, technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your 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) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. With the exception of sharing information covered and accepted by you under this Master Subscription Agreement, the Privacy Policy, and Section 6.3 of this Agreement, Data Mining, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind. We agree (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope described in this Agreement. User shall not disclose the terms of this Agreement or an Order Form to third parties other than its legal counsel and accountants without permission.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. Mined Systems, Inc. warrants that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) subject to Section 5.3 (Integration with Non-Mined Systems Inc. Services), the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You upload a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, your exclusive remedy shall be as provided in Section 12.3 (Termination). No refunds are provided.

8.2. Your Warranties. You warrant that you have validly entered into this Agreement as a User.

8.3. Disclaimer. Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose permitted by applicable law.

9. INDEMNIFICATION

You shall defend Mined Systems, Inc. against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that your Data, or your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Mined Systems Inc."), and shall indemnify us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by us under a court-approved settlement of, a Claim Against Mined Systems, Inc. provided that you may not settle any Claim Against Mined Systems, Inc. unless the settlement unconditionally releases Mined Systems, Inc. of all liability); and (c) provide to you all reasonable assistance, at your expense.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. Neither Party's liability with respect to any single incident arising out of or related to this agreement, whether in Contract or Tort, or any other liability, shall exceed the amount of Fees Paid by User (if liability is by Mined Systems Inc., where this is a corporate liability only) or \$500,000.00(if by User).

10.2. Exclusion of Consequential and Related Damages. In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement begins on the date you accept it and continues through the end of the term you select.

11.2. Term of Purchased User Subscriptions. User subscriptions purchased by you commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. User subscriptions shall automatically renew for additional 1 year period.

11.3. Return of Your Data. Upon request by you made within 30 days after the effective date of termination of a Purchased Services subscription, we will make available to you for download a file of your Data in comma separated value (.csv) format. After such 30-day period, we shall have no further obligation to maintain or provide your Data.

12. WHO YOU ARE CONTRACTING WITH

12.1. You are contracting with Mined Systems, Inc. Our address is 1750 Tysons Blvd., Suite 1500, McLean, VA 22102. Should you need to direct notices to us under this Agreement, please forward them to this address.

12.2. 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).

12.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of applicable courts.

13. GENERAL PROVISIONS

13.1. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

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

13.3. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

13.4. 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.

13.5. Attorney Fees. You shall pay on demand all of our reasonable attorney fees and other costs incurred by us to collect any fees or charges due us under this Agreement.

13.6. Assignment. In the event of an acquisition, Mined Systems, Inc. may assign any of its rights or obligations hereunder to its acquirer.

13.7. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, 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 either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.