

 <p>Ariett Business Solutions Inc. 33 Riverside Drive, Suite 100 Pembroke, MA 02359 Phone: 1-781-826-1120 FAX: 1-781-826-1190</p>		Ariett Enterprise Edition Cloud Price Quote Date: 3/3/16 Valid until 3/31/16 Customer: Explorer Pipeline Contact: Terry V. Biehl Phone: 918.493.5108 Email: tbiehl@expl.com
Ariett Sales Contact	Phone	Email
Jack Clarke	781-347-2038	jclarke@ariett.com

Ariett Cloud Enterprise Edition Price Quote

Quantity	Service Description	Cost	Annual Price
Transaction Pricing Tier 8000 - 16000			
9000	Requisition Transactions: (Purchase Order, Receiving requires AP Invoice)		
9000	Includes Contract Management for Vendors or Internal Projects		
	Includes Advanced Approval Workflow		
	Includes Budget Checking		
	Includes Currency Conversion		
	Includes Catalog Management & cXML Supplier Punchout for Online Purchasing		
	Includes RFQ & Vendor Assignment		
	Sub Total Price Per Purchase Requisition Transaction	\$ 1.95	\$ 17,550.00
Transaction Pricing Tier 16000 - 32000			
30000	AP Invoice Transactions: (Invoices and Check Requests)		
30000	Includes AP Invoice Document Service (Box4Dox) to Process Invoices		
	Includes Advanced Approval Workflow		
	Includes Support for full GL Accounts, Dimensions & Multi-line Distributions		
	Includes Currency Conversion		
	Includes Intercompany Distributions		
	Includes View Documents in Dynamics GP Accounts Payable		
	Sub Total Price Per AP Invoice Transaction	\$ 0.75	\$ 22,500.00
0	Xpense Transactions: (Travel & Expense Reporting)		
200	Ariett User Licenses for Desktop and All Mobile Devices	\$ 18.00	\$ 3,600.00
2	Number of Companies		
Included	JSON Web-Service for Dynamics GP Integration		
	Total Annual Price		\$ 43,650.00

Description	Requirement	Contract Start	Payment Discount
1st Contract Term 13 Months, Annual Contract After 1st Term	Annual Payment	Upon Receipt of Payment	\$ (2,182.50)
		Subtotal Annual Contract Price	\$ 41,467.50
Ariett Offer for On-Premise Customers	Current Enhancement Fee applied to Annual SaaS Contract if you complete transition by (3/31/2016)		\$ (6,220.00)
		Total Annual Contract Price	\$ 35,247.50

One Time Standard Training and Configuration Fee

Estimated Hours	Description	Total
60	Standard Training & Configuration Service (Please Review Page 4)	\$ 11,700.00
	Total Training Fee	\$ 11,700.00
Total Payment Due	Transactions, Users, One Time Training & Setup Fee	\$ 46,947.50



Ariett Enterprise Cloud Edition Description	
Spend Management Transactions for Multiple Corporate Entities On One Platform:	
Role Based Configuration with Visibility and Security	
Complete Audit Trail of Approval Workflow	
Advanced Approval Workflow Automated email Notifications	
Unlimited Electronic Document Attachments	
User Defined Fields, Picklist, User Interface Modification Tool	
Budgeting Checking	
Currency Rate Table Management	
Online Query, Analytics & Reporting Powered by SQL Reporting Services	
Touch Interface for any Device Desktop, Laptop, Tablet or Phone	
Microsoft Cloud Azure Application, Security, Reliability, Scalability	
Supports Microsoft Cloud Azure Active Directory for User Management	
Ariett ReqNet Requisition Transaction for Procurement Include:	
Easy to Create Purchase Requisitions, Approve & Submit Purchase Orders	
Re-order Templates, Supplier Catalog Management & Contract Item Pricing	
Shop Online - Use cXML PunchOut to Purchase on Supplier Websites	
Request For Quotes (RFQ) & Buyer Assign Vendors to Requisition Line Items	
Create Vendor Contracts, or Internal Projects, Track Purchases & Expenses to Contract	
2 Way or 3 Way Receiving Match Creating an Ariett AP Invoice Transaction	
Ariett AP Invoice Transactions- Accounts Payable Automation Include:	
Automatically Create AP Invoice Transactions through Document Service	
Quick Side By Side Easy to Use Review, Edit, Entry Screen	
Document Automation Service - Box4Dox Receive Invoices Directly from Vendors/Employees via Email	
Multiple Line General Ledger Distributions	
Create Intercompany Transactions	
Support Functional and Originating Currency Management	
Track Dimensions	
Process Invoices, Check Requests, Credit Transaction	
Ariett Travel Xpense Reporting Transactions Include:	
Enter or Automatically Create Expense Report Line Items from Credit Card Transactions	
Take Live Snap Shot of Receipt, or Email and Store Receipts Using Document Services	
Box4Dox Service for Receipt Management	
Unlimited Policy Management Per Diems (CONUS/OCONUS), Rates, Indicators Lights	
Mileage Calculation with Integration to Google Maps	
Corporate Credit Card Integration	
Personal Credit Card Integration	
Pre-Trip Requests & Approval, Fare Search & Booking Through Kayak.com	

Terms and Conditions:
Standard Initial Contract Term Number of Months (See Page 6 for Contract Term, Authorized Signature & Customer Registration)
Wire Transfer/ EFT Accepted Payment Methods
Services Provided Upon Receipt of Payment
Ariett Terms of Service & Service Level Agreement Apply Please Review Exhibit A & B Attached to Agreement
Purchasing Additional Service:
<p>Customers may choose to purchase additional training services based on Ariett's standard per hour billing rate at any time during your Contract Term. Customer Service will provide a quotation for additional configuration and training services.</p> <ul style="list-style-type: none"> • Ariett Project Managers may recommend the purchase of additional services as deemed appropriate. • Customers may also request a quotation for additional training services. • Ariett Support may also recommend the purchase of additional services for training requests & configuration changes. • Requests for Custom Reporting Services will receive a quotation based on details provided by the customer. • Requested training or reporting services will be scheduled upon receipt of payment.
Purchasing Additional User Licenses and Transactions:
<p>Additional User Licenses and Transactions may be purchased at any time during your Contract Term at the contract price.</p> <ul style="list-style-type: none"> • Users are purchased in groups of 10. • Transaction are purchased by transaction type, registration keys will be entered upon receipt of payment.



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33 Riverside Drive, Suite 100
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www.ariett.com

Description of Ariett Global Cloud Services

From the time your order is received, the Ariett Client Services team will work to ensure your success and satisfaction with Ariett Products.

Customer Readiness and Customer Community and Help Site Registration

- ✓ Your first service contact will occur after you sign the Contract and payment is received. You will then receive a Customer Service call to complete your registration and will be assigned an **Ariett Project Manager**.
- ✓ The Ariett Project Manager will be your primary point of contact and is responsible for scheduling your project training services; delivering the standard training described below and presenting you with configuration options available in the software to optimize your use of Ariett. Unless otherwise stated in your contract, all training will be performed remotely.
- ✓ **Our biggest dependency is you – the Customer.** Starting from the point that we receive your SaaS contract, we are already beginning to schedule our resources to complete your training based upon the services purchased. In our experience, the most successful training occurs when customers are ready for the kickoff meeting within 2-4 weeks from signing the SaaS agreement, and are actively ready to participate in the planned training schedule and meet mutually agreed upon commitments.

Description of Standard Training and Configuration Services

The Ariett Standard Training and Configuration Services will provide you with an understanding of the setup of the system, including users, policies, workflow approval, screen modifications and reporting. After the initial kick-off meeting, the Ariett Project Manager will supply you with a training plan based on the hours listed in the Estimated Standard Training and Configuration Fee.

Estimated Standard Training and Configuration Fee provides the following services:

1. Ariett Site Configuration: Database, Touch for Mobile Devices and Reporting
2. Provide Remote Installation of Available Web-Services, Accounting Extract File, or Cloud to Cloud Software API for data import or integration to ERP System.
3. Use available Web-Services, Software API or Data Import to upload General Ledger and Vendor Masterfile for one company based on Ariett file specification.
4. Training for each Ariett Transaction Type Purchased: **Ariett ReqNet Requisition** (including PO Creation, Contract, Receiving); **Ariett AP Invoice** (including Box4Dox for Invoices); **Ariett Xpense Reporting**, (including Box4Dox for Receipts, Travel Requests).

5. This includes the following topics:

- Training to Configure a Corporate Entity
- Training on User Setup and Options
- Training on Functional/Administrative Options
- Training to Configure Standard Approval Workflows for each Transaction Type Purchased
- Power User Training on User Interfaces & Modifications
- Power User Training Processing Approved Transactions
- Training to Configure a Single Credit Card Integration for Ariett Xpense
- Training to Configure Box4Dox for Employee Receipts and/or AP Invoice Processing
- Training to Configure two cXML Supplier Punch-out Vendors for Ariett ReqNet Requisition
- Review Bundled Reporting when required

Additional Training and Configuration Services are Available for Purchase at Any Time at Standard Hourly Billing Rates: (some item may be listed in your initial services quote)

1. Additional Company/Entity Set-up
2. Additional Credit Card Integrations for Ariett Xpense
3. Allocation Set-up for Taxes in Ariett Xpense & AP Invoice
4. CONUS/OCNUS per diem rate Set-up for Ariett Xpense
5. Additional cXML Vendor Set-up for Ariett ReqNet Requisitions
6. Product Modifications
7. Custom Reporting
8. Custom Training Material
9. Consulting Services to Define Complex Approval Routing
10. Consulting Services to Re-configure General Ledger Structure uploaded to Ariett

Examples of Services Not Included in Standard Training and Configuration:

1. Troubleshooting Firewall/Connectivity issues related to Client Web-Services
2. End-User Training – We utilize a train the trainer process
3. Documentation of Business Processes
4. Masterfile Data Cleansing
5. Configuration Changes in your ERP System



Contract Term, Authorized Signature, & Customer Registration

Ariett Cloud (SaaS) Professional & Enterprise Editions

To Ariett:

I will provide pre-payment for all purchases by me or my company of online or training services from Ariett Business Solutions Inc. as quoted on Page 1. Accepted payment forms include EFT, WT and Corporate Check.

My first Ariett Software as a Service Subscription (SaaS) Contract will begin the first day of the following month after receipt of payment and the Contract will run for 13 Months. Subsequent Contracts will be defined as annual (12 months).

My SaaS Contract Renewal will automatically be invoiced 60 days prior to my contract expiration date. I understand that I may cancel my service at any time by notifying sales@ariett.com in writing 30 days prior to my contract expiration date. Otherwise the service renews automatically.

Contract transactions expire at the end of the Contract term. I understand that I will need to purchase additional transactions to use the Service, if the purchased Contract transactions are utilized prior to the end of the Contract term.

I agree to utilize Ariett’s Standard Training Services Fee purchased with this agreement within 120 days from date of purchase. At the end of 120 days the Training Services will expire.

Customer Information and Authorized Signature

Primary Contact Name:

Email:

Phone #:

Billing Contact Name:

Email:

Phone #:

Technical Contact Name:

Email:

Phone #:

Corporate Name:

Corporate Address:

City, State, Zip Code:

Authorized Signature:

Print Name & Title:

Date:

Please email the completed form with signature to Ariett Business Solutions, Inc. to sales@ariett.com.



33 Riverside Drive, Suite 100 Pembroke, MA 02359 Sales@ariett.com

Ariett Terms of Service

Ariett's Terms of Service govern the use of Ariett Software as a Service (SaaS) product. The Terms of Service can be reviewed at are attached to this Agreement (Exhibit A) for your review.

Ariett's Service Level Agreement governs the delivery of Ariett Support and Training Services. The Ariett Service Level Agreement SaaS can be reviewed at and are attached to this Agreement (Exhibit B) for your review.

Link to Ariett's Privacy Policy <http://www.ariett.com/ariett-privacy-policy>



Ariett™ Software as a Service

Exhibit A: Terms of Service

Ariett Business Solutions, Inc.
33 Riverside Drive, Suite 100
Pembroke, MA 02359
781-826-1120; Fax 781-826-1190
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TERMS OF USE:

BY SIGNING AN ACCEPTANCE FORM, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF ARIETT'S ONLINE SERVICE (Ariett SaaS), INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

Welcome

As part of the Service, ARIETT will provide you with use of the Service, including a browser interface and data encryption, transmission, and access. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the ARIETT website incorporated by reference herein, including but not limited to ARIETT's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

The Service is offered with option features:

- Ariett™ Travel & Xpense Reporting
- Ariett™ Box4Dox Document Automation Service
- Ariett™ ReqNet for Requisition, Contract & PO Management
- Ariett™ AP Invoice Automation

Please see our website for product description.

1. Privacy & Security; Disclosure

ARIETT's privacy policy may be viewed at <http://www.ARIETT.com/company/legal/privacy-policy>. ARIETT reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a Cloud, online application, ARIETT occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.



2. License Grant & Restrictions

ARIETT hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by ARIETT and its licensors.

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

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) 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; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify ARIETT immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to ARIETT immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another ARIETT user or provide false identity information to gain access to or use the Service. You will retain responsibility for administering security within the Ariett applications (e.g., the granting of rights to a user for a specific form in the application). You are responsible for managing your users browser access to the internet through their devices to use the Software. You are also responsible for ensuring that your users comply with these Terms and Conditions with respect to use of the Software and Services.



4. Account Information and Data

ARIETT does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not ARIETT, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and ARIETT shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), ARIETT will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. The parties recognize that ARIETT utilizes Microsoft Azure standard service, and the terms and security of such service are governed by Microsoft, provided however that in the event of a default by you, ARIETT shall have no responsibility to maintain Customer Data but agrees that prior to withholding, removal or discarding such data ARIETT shall provide you with an electronic backup of such data.

5. Intellectual Property Ownership

ARIETT alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the ARIETT Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the ARIETT Technology or the Intellectual Property Rights owned by ARIETT. The ARIETT name, the ARIETT logo, and the product names associated with the Service are trademarks of ARIETT or third parties, and no right or license is granted to use them. The design and content of this Site is protected by copyright.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third-party. ARIETT and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. ARIETT does not endorse any sites on the Internet that are linked through the Service. ARIETT may provide these links to you only as a matter of convenience, and in no event shall ARIETT or its licensors be responsible for any content, products, or other materials on or available from such sites. ARIETT provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

Service features that interoperate Web services or automated integrations, depend on the continuing availability of their respective application programming interfaces ("API") and programs for use with the Services. If any of these respective parties ceases to make its respective API or program available on reasonable terms for the Services, ARIETT may cease providing such Service features without entitling you to any refund, credit, or other compensation.



7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments must be made in advance unless otherwise mutually agreed upon in an Acceptance Form. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for the service ordered for the entire License Term, whether or not the service is actively used. You must provide ARIETT with prepayment by corporate check, ACH or Wire Transfer as a condition to signing up for the Service. An authorized License Administrator may add services by executing an additional written Acceptance Form. Added services will be subject to the following: (i) added services will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added services will be the then current, generally applicable license fee; and (iii) services added in the middle of a billing month will be charged in full for that billing month. ARIETT reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Billing and Renewal

ARIETT charges and collects in advance for use of the Service. ARIETT will automatically renew and bill you on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current license fee in effect during the prior term, unless ARIETT has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. ARIETT's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on ARIETT's income.

You agree to provide ARIETT with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name of an authorized billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, ARIETT reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless ARIETT in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes ("U.S. Customers"); (ii) all other entities will be billed in U.S. dollars and be subject to either U.S. payment terms and pricing schemes ("Non-U.S. Customers").

If you believe your bill is incorrect, you must contact us in writing at billing (at) sales@ARIETT.com within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.



9. Non-Payment and Suspension

In addition to any other rights granted to ARIETT herein, ARIETT reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for service during any period of suspension. If you or ARIETT initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above.

ARIETT reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that ARIETT has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

10. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. For all editions, the Initial Term will be as otherwise mutually agreed upon in an Acceptance Form. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term at ARIETT's then current fees. Either party may terminate this Agreement or downgrade the service, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least thirty (30) days prior to the due date of the invoice for the following term. In the event this Agreement is terminated (other than by reason of your breach), ARIETT will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that ARIETT has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of your payment obligations or unauthorized use of the ARIETT Technology or Service will be deemed a material breach of this Agreement. ARIETT, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, ARIETT may terminate a free account at any time in its sole discretion. You agree and acknowledge that ARIETT has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. ARIETT represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the ARIETT help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.



13. Mutual Indemnification

You shall indemnify and hold ARIETT, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that ARIETT (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release ARIETT of all liability and such settlement does not affect ARIETT's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

ARIETT shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by ARIETT of its representations or warranties; or (iii) a claim arising from breach of this Agreement by ARIETT; provided that you (a) promptly give written notice of the claim to ARIETT; (b) give ARIETT sole control of the defense and settlement of the claim (provided that ARIETT may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to ARIETT all available information and assistance; and (d) have not compromised or settled such claim. ARIETT shall have no indemnification obligation, and you shall indemnify ARIETT pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process.

14. Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ARIETT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. ARIETT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ARIETT AND ITS LICENSORS.



15. Internet Delays

ARIETT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ARIETT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ARIETT AND/OR ITS HOSTING OR TELECOMMUNICATIONS VENDOR(S) MAY PERFORM SYSTEM MAINTENANCE DURING NON-BUSINESS HOURS. CLIENT UNDERSTANDS AND AGREES THAT THERE MAY BE INSTANCES WHERE ARIETT NEEDS TO INTERRUPT ACCESS TO THE SOFTWARE WITHOUT NOTICE IN ORDER TO PROTECT THE INTEGRITY OF THE SOFTWARE OR SERVICES DUE TO SECURITY ISSUES, VIRUS ATTACKS, SPAM ISSUES OR OTHER UNFORESEEN CIRCUMSTANCES.

16. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARIETT SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SOFTWARE ACCESS DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.



18. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

ARIETT and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes.

19. Notice

ARIETT may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in ARIETT's account information, or by written communication sent by first class mail or pre-paid post to your address on record in ARIETT's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to ARIETT (such notice shall be deemed given when received by ARIETT) by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to ARIETT at the following addresses: Ariett Business Solutions Inc, 33 Riverside Drive, Suite 100, Pembroke, MA 02359: Chief Operating Officer.



20. Modification to Terms

ARIETT reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of ARIETT but may be assigned without your consent by ARIETT to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of ARIETT directly or indirectly owning or controlling 50% or more of you shall entitle ARIETT to terminate this Agreement for cause immediately upon written notice.

22. General

This Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and ARIETT as a result of this agreement or use of the Service. The failure of ARIETT to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ARIETT in writing. This Agreement, together with any applicable Acceptance Form, comprises the entire agreement between you and ARIETT and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Definitions

As used in this Agreement and in any Acceptance Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Acceptance Forms, whether written or submitted online, and any materials available on the ARIETT website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by ARIETT from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by signing digitally or in writing, or the date you begin using the Service; "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Acceptance Form; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are



authorized to purchase services executing written or digital Acceptance Forms and to otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Acceptance Form(s); "Acceptance Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Acceptance Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Acceptance Form, the terms of this Agreement shall prevail); "ARIETT" means collectively ARIETT, inc., a Massachusetts corporation, having its principal place of business at 33 Riverside Drive, Suite 100, Pembroke, MA 02359; "ARIETT Technology" means all of ARIETT's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by ARIETT in providing the Service; "Service(s)" means the specific edition of ARIETT's online, hosted services maintained by ARIETT, accessible via <http://www.ARIETT.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by ARIETT, to which you are being granted access under this Agreement, including the ARIETT Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by ARIETT at your request).

Ariett™ Software as a Service

Exhibit B: Service Level Agreement

1. Support Terms and Conditions

Ariett agrees to use commercially reasonable efforts to provide the services engaged herein specific to systems Licensed, Subscribed or operated by Customer. Such services shall be limited to specific requests for service and/or guidance consistent with standards in the industry and for such services as are recognized and generally provided by Ariett from time to time. Your use of the services is governed by this agreement and the terms and conditions and limitations of the Ariett Software as a Service Terms of Service which are hereby incorporated by reference into this agreement and which terms, conditions and limitations shall be applicable to this services agreement. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide.

If an Ariett product outage should occur and is due to an Ariett application and not related to downtime for scheduled maintenance or due to events beyond Ariett's control (for example if you were unable to connect to the internet) or the outage results in less than 99.5 percent up time for the month, then Ariett will calculate a credit for the outage, for the month within which the outage occurs, equal to a dollar amount as follows: outage time divided by the available time for the affected modules, multiplied by the number of actual transactions for the affected modules, multiplied by the average transaction cost, all during the month within which the outage occurred.

2. Technical Support

Technical Support Services is included in your subscription fee. To request technical support, access <http://www.ariett.com/user> from 8:00 a.m. to 7:00 p.m. M-F ET. While response time is typically within 1 hour; the standard guaranteed level of service response time is 4 hours. Additionally, Ariett offers a support phone line at 781-826-1120, which is monitored during standard business hours - however <http://www.ariett.com/user> support typically provides faster results.

3. Optional Services

Clients may pre-purchase additional training or report writing services at any time at the standard Ariett hourly billing rate. These services are not included in your subscription service.

4. Software as a Service

The Software as a Service Terms of Service Agreement govern the use of Ariett Software.

5. Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), our entire liability under any provision of this AGREEMENT and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement we elect with respect to any breach of the Limited Warranty) will be limited to the amount actually paid by you for the Services. The foregoing limitations, exclusions and disclaimers will apply to the maximum extent permitted by applicable law, even if the remedy fails its essential purpose.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ariett Business Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

33 Riverside Drive, Suite 100

6 City, state, and ZIP code

Pembroke, MA 02359

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

0 4 - 3 1 0 2 7 3 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

4/7/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.