NETWORK ACCESS, COMMUNICATIONS DELIVERY- NOTIFICATION, AND SUPPORT AGREEMENT

**This Network Access, Communications Delivery-Notification, and Support Agreement** (the "Agreement") dated March 7, 2014 (the “Effective Date”), is between MessageBroadcast.com, LLC, a California limited liability company (“MessageBroadcast”), and Mobile Authentication Corporation, a Delaware Corporation ("Client”).

WHEREAS, MessageBroadcast owns, operates and maintains a network (the “Network”) that is capable of delivering communications content on behalf of Client to third party networks, the messaging content of which is then delivered to Client’s targeted customers, employees or other businesses, through a variety of channels, using data that Client initially inputs to the Network; and

WHEREAS, MessageBroadcast offers to its clients, including Client as identified under this Agreement, access to the Network and available support relating to the communications content that can ultimately be delivered to the targeted individual or business over the third party networks. Client can select certain communication solutions/channels in delivering its own communications as described herein to, for example (and not intending to be limiting), Client’s own customer base, other businesses (including those with which Client currently may be conducting business), or Client’s own internal employees or agents. Such solutions/channels include, but are not limited to: (i) Automated Voice Communications (which may include outbound and inbound communications, as well as interactive voice response); (ii) Mobile Text Messaging; (iii) E-Mail; (iv) PUSH notifications; (v) Over-the Top Application connectivity; (vi) Facsimile; and (vii) Print On Demand (collectively, the “Solutions/Channels”).

WHEREAS, MessageBroadcast desires to offer Client access to the Network and related support on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises, terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MessageBroadcast and Client agree as follows:

1. Access to MessageBroadcast’s Network; Solutions/Channels Offered**:**

This Agreement shall govern the terms and conditions relating to MessageBroadcast providing Client with access to the Network during the term of this Agreement, and offering as well available support related to the communications content that can be delivered as described herein. The Solutions/Channels that shall be accessible to Client, and any related support to be provided, shall be described on each Exhibit containing a Statement of Work, to be incorporated herein by reference. Any changes to either the Solutions/Channels or the support described herein or in any applicable Statement of Work shall be in writing and shall be mutually agreed upon by the parties.

1. Collaborating on Development of Communications Content and Network Data Management**:**

In addition to describing the applicable Solutions/Channels to be offered hereunder, each Exhibit/Statement of Work shall also describe the processes by which Client shall develop its communications content and manage its data for submission into the Network, both in collaboration with MessageBroadcast.

1. Customized Network Platform**:**
   1. At the inception of the parties’ relationship hereunder this Agreement, as may be applicable, the parties shall collaborate with each other allowing MessageBroadcast to construct a platform within the Network customized specifically to receive data transmitted by Client. The Network will be programmed and configured to respond to data triggers that are specific to Client, with a data protocol specific to Client, based on the parties’ collaboration. Upon the parties’ acceptance of the customized Network platform and data protocol, including that encompassing any applicable data triggers, Client shall be able to commence accessing and using the MessageBroadcast Network to send messaging content to the third party networks for ultimate delivery to Client’s targeted base.
   2. In continued collaboration by and between the parties hereunder this Agreement, the parties may mutually agree to revise, modify or change the customized platform and/or data protocol and/or related programming, on an as-needed basis.
2. Fees and Costs**:**

The applicable Statement of Work shall set forth the parties’ agreement as to Fees and Costs.

1. Invoices and Payment**:**

The applicable Statement of Work shall set forth the parties’ agreement as to Invoices and Payment.

1. Taxes:

Any sales, use, value added or other applicable taxes, tariffs or duties payable in respect of accessing the Network as described hereunder shall be the sole responsibility of the Client.

1. Term of Agreement**:**

The Agreement will remain in effect for a period 12 (twelve) months from the Effective Date unless terminated as provided herein. This Agreement will automatically renew for an additional 12 (twelve) months on each anniversary of the Effective Date unless a party gives written notice of non-renewal to the other party at least ninety (90) days prior to an anniversary date.

1. Termination:

If either party reasonably believes that the other party has failed to perform an obligation under this Agreement or any Statement of Work pursuant to this Agreement, then the party may provide written notice to the breaching party describing the alleged breach in reasonable detail. If the breaching party does not, within thirty (30) days after receiving such notice, either (i) cure the breach or (ii) if the breach is not one that can reasonably be cured within 30 (thirty) calendar days, develop a plan to cure the breach and diligently proceed according to the plan until the breach has been cured, then the non-breaching party may terminate this Agreement or the affected Statement of Work in whole or in part, for cause, by written notice to the breaching party. Upon termination of this Agreement, the parties immediately shall cease the performance of their respective obligations under this Agreement, except those obligations as may be deemed reasonable to survive the termination of this Agreement, and neither party shall have any further liability to the other party in respect of such termination, other than the payment of any accrued obligations to the date of termination.

1. Publicity:

Client agrees to allow MessageBroadcast to use the Client as a professional reference and/or post narratives either on its website or in press releases about the relationship between the parties, subject to Client's prior approval, which shall not be unreasonably or arbitrarily withheld.

1. Confidential and Proprietary Information**:**

Both parties acknowledge that, during the term of this Agreement, they may have access to, or may come into possession of, various confidential material of the other party including without limitation: trade secrets, customer lists, marketing plans, financial information, security and operational procedures, information technology, including but not limited to source code and/or methodology/processes, and scripts and recordings (“Confidential Information). With respect to such Confidential Information, the parties agree to protect the Confidential Information in a commercially reasonable manner, use Confidential Information only to perform its obligations under this Agreement, and reproduce Confidential Information only as required to perform its obligations under this Agreement. This undertaking shall survive for three (3) years following any termination or cancellation of the Agreement. Confidential Information shall not include any information that is: (i) already known to the receiving party before disclosure by the disclosing party; (ii) independently developed by the receiving party without use of or reference to the Confidential Information, as demonstrated by tangible evidence; (iii) generally known or readily available to the public or which becomes so known or readily available except as a result of a breach of this Agreement by the receiving party; or (iv) rightfully received by the receiving party from a third party having no duty of confidentiality to the disclosing party. In the event that either party is required to disclose the other party’s Confidential Information to comply with the requirements of law, legal process (including deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or valid order of a court of competent jurisdiction, the compliant party shall use reasonable efforts to notify the other party prior to making any such disclosure in order to permit such other party to seek confidential treatment of such information.

1. Limitation of Liability**:**

MessageBroadcast’s liability in connection with this Agreement (including performing pursuant to any applicable Statement of Work encompassed by this Agreement), whether in tort, contract or otherwise, shall not exceed the fees paid by Client in the three months prior to the event giving rise to the claim. In no event shall either party be liable to the other for any special, incidental, or consequential damages (including, but not limited to, lost profits) directly or indirectly arising from the performance of its obligations under this Agreement.

1. Assignment**:**

Neither party shall assign its rights or obligations under this Agreement (in whole or in part) without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1. Relationship of Parties:

The parties' relationship to each other in the performance of this Agreement is that of independent contractors, and nothing in this Agreement will be construed to place the parties in the relationship of partner, joint venture or any other relationship.

1. Notices**:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, one (1) business day after having been dispatched by courier or overnight delivery for next business day delivery, return receipt requested or five (5) business days after being-deposited in the United States mail, postage prepaid, addressed as follows:

If to "Client": Message Authentication Corporation Attn: Terry Davis, CTO 8777 E. Via de Ventura Scottsdale, AZ 85258

If to "MessageBroadcast": MessageBroadcast.com

Attn: William Potter, Managing Member

4685 MacArthur Court, Suite 250

Newport Beach, California 92660

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

1. Arbitration of Disputes; Governing Law**:**
   1. If a dispute, disagreement, question or difference arises between the parties in relation to this Agreement, such dispute must first be escalated to each respective party's appropriate level manager for discussion and resolution. If a resolution is not achieved within thirty (30) days of such referral, then any such dispute shall be resolved by final and binding arbitration before the American Arbitration Association (the "AAA"), with said hearing to be held in a location to be mutually agreed to by the parties, and if the parties are unable to mutually agree, then said location shall be selected by the AAA. The arbitrator may grant injunctions or other relief in such dispute or controversy.  All awards of the AAA shall be binding and non-appealable.  Judgment upon the award of the AAA may be entered in any court having jurisdiction.  The arbitrator shall apply the state law as he or she determines is appropriate in determining the merits of any dispute or claims, without reference to the rules of conflicts of law applicable therein.  Notwithstanding the foregoing, no party to this Agreement shall be precluded from applying to a proper court for injunctive relief by reason of the prior or subsequent commencement of an arbitration proceeding as herein provided.  The prevailing party in any arbitration shall be entitled to receive its reasonable attorneys' fees and costs from the other party as awarded by the arbitrator (or if neither party is clearly the prevailing party, then in such manner as shall be ordered by the arbitrator).
2. Waiver**:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. Amendment**:**

This Agreement may be modified or amended, in whole or in part, only by an amendment in writing specifically referencing this Agreement which has been signed by authorized representatives of the Parties who sign the amendment by hand in ink.

1. Severability**:**

If any provision of this Agreement is held invalid, illegal or unenforceable, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision that is valid, legal and enforceable and carries out the parties’ intentions to the greatest extent under this Agreement.

1. Attorney Fees and Costs; Collection Costs**:**
   1. In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract or tort) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees, costs and expenses to resolve the dispute and enforce the final judgment.
   2. In the event MessageBroadcast uses the services of a third party to collect any unpaid invoices, Client shall reimburse MessageBroadcast for all reasonable costs MessageBroadcast pays to the third party. The intent of this section is to ensure that MessageBroadcast recovers 100% of the amounts invoiced to and rightfully owed by Client, regardless of collection costs.
2. Force Majeure:

Neither party shall be liable for its failure or delay in the performance of its obligations under this Agreement due to strikes, wars, fire, flood, explosion, earth quakes, government regulations or other causes beyond its reasonable control, and a reasonable extension of the time to perform shall be afforded in such circumstances.

1. Entire Agreement**:**

This Agreement, including any applicable Statements of Work or other documents incorporated herein by reference, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superceded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings.

The parties are signing this Agreement as of the date stated in the introductory clause above.

**MessageBroadcast.com, LLC** Message Authentication Corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

William Potter, Managing Member Terry Davis, CTO