

IT-CONDUCTOR INC. SUBSCRIPTION SERVICES AGREEMENT

This IT-Conductor Inc. Subscription Services Agreement ("Agreement") is entered into as of _____, _____ (the "Effective Date") by and between IT-Conductor Inc. Inc., a Delaware corporation, with its principal place of business located at **20660 Stevens Creek Blvd., Suite 261, Cupertino CA 95014, USA** ("IT-Conductor Inc."), and _____ ("Customer"). Capitalized terms not otherwise defined herein shall have the meaning given to them in Section 16 below.

1. SUBSCRIPTION SERVICE. Subject to the terms and conditions of this Agreement and during the Term, IT-Conductor Inc. hereby provides Customer with a limited, non-exclusive, non-transferable (except in connection with an assignment under Section 15 herein) and terminable license to access and to use IT-Conductor Inc.'s online business application suites and modules (the "Service") purchased by Customer, as described in Proposal No(s). _____ attached hereto and fully incorporated herein by this reference (the "Proposal"), solely for Customer's operations. The terms of this Agreement shall also apply to any modules or features subsequently provided by IT-Conductor Inc. to Customer, and/or that have been purchased by Customer that augment or enhance the current business application. IT-Conductor Inc. shall host the Service and may update the functionality and user interface of the Service from time to time in its sole discretion and in accordance with this Agreement. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Agreement. IT-Conductor Inc. shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by IT-Conductor Inc. with respect to future functionality or features.

2. USE OF THE SERVICE.

2.1 IT-Conductor Inc. Responsibilities. IT-Conductor Inc. shall: (i) in addition to its confidentiality obligations pursuant to Section 7, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; and (iii) use commercially reasonable efforts to provide support for the Service, except for: (a) planned downtime; or (b) any unavailability caused by circumstances beyond IT-Conductor Inc.'s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems, and network intrusions or denial of service attacks, in each case, which are not within IT-Conductor Inc.'s possession or reasonable control.

2.2 Customer Responsibilities.

2.2.1 Customer must have at least a single server per location, either on Windows or Linux that can download, install and run the IT-Conductor Gateway that acts as a proxy to connect to the IT-Conductor platform in the internet cloud as well as the customer's environment to be monitored or managed by IT-Conductor Inc.

2.2.2 Customer must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web. Customer understands that DSL, cable, or other high speed Internet connection is required for proper performance of the Service. Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) maintain a copy of all Customer Data it provides to IT-Conductor Inc.; (iii) designate certain Users to access and use the Service on Customer's behalf; (iv) ensure that Users shall at all times use the Service in accordance and in compliance with this Agreement and IT-Conductor Inc.'s manuals, as each may be updated periodically by IT-Conductor Inc.; (v) prevent unauthorized access to, or use of, the Service, and notify IT-Conductor Inc. promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Agreement, IT-Conductor Inc. shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Customer's employees, representatives or agents; (vi) comply with all

Applicable Laws; (vii) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (viii) be responsible for payment of any Service fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that IT-Conductor Inc. will not, except as otherwise expressly herein set forth, and monitor Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Agreement, in no event shall IT-Conductor Inc. be liable to Customer or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to Section 2.1 and IT-Conductor Inc. expressly disclaims any liability arising therefrom.

2.2.3 Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer as set forth in the Proposal. Customer may provide and assign unique passwords and user names to each authorized User for each Seat purchased. Customer agrees that Customer is prohibited from sharing passwords and/or user names with any unauthorized user. Customer shall be responsible for the confidentiality and use of Customer's user's passwords and user names. Customer will also be responsible for all Electronic Communications entered through or under a User's identification and/or password(s), including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. IT-Conductor Inc. will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify IT-Conductor Inc. if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

2.2.4 Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement. Customer will not, and will not allow a third party to: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (x) build a competitive product or service; (y) build a product using similar ideas, features, functions or graphics of the Service; or (z) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any IT-Conductor Inc. intellectual property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides supply chain management software or services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Users who (a) are bound by the terms of a written agreement with Customer which will protect IT-Conductor Inc. and its Intellectual Property Rights in a manner no less protective as the terms hereof, and (b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to IT-Conductor Inc. for any breach of the terms of this Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

2.2.5 The Service allows Customer to send Electronic Communications directly to IT-Conductor Inc. and to third-parties.

Customer agrees to comply with all Applicable Laws in connection with its use of the Service, including, without limitation, those related to privacy, Electronic Communications, export and anti-spam legislation and shall obtain any permits or licenses required for such compliance. Customer will not send any Electronic Communications from the Service that are unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by IT-Conductor Inc.

3. TERM. This Agreement will commence on the Effective Date and will continue in force for one (1) year (the "Initial Term"). Subject to the provisions of this Section 3, unless terminated, by either party hereto in writing not less than 60 days prior to the expiration of the then current Term, or extended by written agreement signed by both parties, this Agreement shall automatically renew for additional successive one-year terms (each a "Renewal Term" and, together with the Initial Term, collectively hereinafter referred to as the "Term") and continue to renew until terminated by either party pursuant to this Section 3 or in accordance with the provisions of Section 5.

4. FEES; PAYMENT; TAXES.

4.1 Fees. As consideration for the Service, and subject to the other terms of this Agreement, Customer shall pay the fees set forth in the Proposal ("Fees"). In the event that IT-Conductor Inc. provides certain professional services to Customer, such professional services fees shall be included in the Proposal and shall be more fully described in the Statement of Work ("SOW") attached hereto as Exhibit B, if applicable, and incorporated herein by this reference. Notwithstanding anything to the contrary in this Agreement, the Fees shall be automatically increased by five percent (5%) for the first Renewal Term following the Initial Term, and for each successive Renewal Term thereafter.

4.2 Additional Purchases. If and to the extent that Customer shall purchase additional Seats and/or modules, such additional items will be made coterminous with the then current Term, with fees prorated for the remainder of the current Term and due upon invoice. Except as provided in Section 3 above, for all subsequent orders and renewals, fees will be set at list prices generally applicable to IT-Conductor Inc.'s customers at the time of such order. In the event that Customer and IT-Conductor Inc. subsequently execute future proposal(s) for any reason, including, but not limited to, for additional Seats, support, and/or additional modules, the terms of this Agreement shall apply and such proposals shall be automatically incorporated herein by this reference and be a "Proposal" for all the purposes hereof as the context shall permit.

4.3 Payment. Unless otherwise set forth in a Proposal, IT-Conductor Inc. shall invoice Customer in advance for the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of invoice. If any fee is not paid within thirty (30) days after it is due, in addition to any other rights and remedies that IT-Conductor Inc. may have hereunder (including, without limitation, pursuant to Section 5.2), IT-Conductor Inc. reserves the right to charge interest at a rate of one and one-half percent (1½%) per month or the highest rate allowed by Applicable Law, whichever is lower.

4.4 Taxes. Unless otherwise provided for in Exhibit A, or in a SOW, as the case may be, IT-Conductor Inc.'s Fees and fees for professional services do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on IT-Conductor Inc.'s income. If IT-Conductor Inc. has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides IT-Conductor Inc. with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. TERMINATION, SUSPENSION

5.1 Termination by Either Party. Either party may terminate this Agreement upon thirty (30) days formal written notice to the other party in the event of a material breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide

the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice"). Following receipt of such Notice, the Agreement shall terminate only if (i) the alleged breaching party has not cured such alleged breach within thirty (30) days; and (ii) following the expiration of such 30-day cure period, the non-breaching party sends a second written notice to the breaching party indicating the non-breaching party's election to terminate this Agreement. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that IT-Conductor Inc. shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on IT-Conductor Inc.'s part, IT-Conductor Inc. shall refund the pro rata portion of any fee paid by Customer for the terminated portion of the Term.

5.2 By IT-Conductor Inc. In the event Customer fails to pay any fees or charges within thirty (30) days of the due date, IT-Conductor Inc. may terminate this Agreement and/or the Service, at IT-Conductor Inc.' sole discretion. Termination for non-payment shall not relieve Customer' of its responsibilities under this Agreement including, but not limited to, its obligation to pay the fees accruing under or with respect to this Agreement for periods prior to or following such termination. In furtherance of, and not in limitation of the foregoing, IT-Conductor Inc. may, at its option, suspend the Service or terminate this Agreement, effective upon notice, should Customer's or a User's use of the Service (i) violate the provisions of Section 2.2 hereof, or (ii) in the event Customer fails to pay any fees or charges when due. In the event of a suspension of the Service, Customer's account shall not be reactivated until such time as Customer shall be in compliance with Section 2.2 and/or shall have paid all past due amounts, as the case may be, plus Customer shall have paid a reconnection fee of \$1,000.

5.3 Handling Of Customer Data In The Event Of Termination. Customer agrees that following termination of Customer's account and/or use of the Service, IT-Conductor Inc. may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be able to delete Customer's account and related Customer Data from IT-Conductor Inc.'s site. However, in the event that Customer's Service with IT-Conductor Inc. terminates, IT-Conductor Inc. will grant Customer temporary, limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full amounts owed to IT-Conductor Inc.. Customer further agrees that IT-Conductor Inc. shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that IT-Conductor Inc. is in compliance with the terms of this Section 5.3.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. IT-Conductor Inc. hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Agreement for any reason, all licensed rights granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

6.2 Reservation of Rights. Other than as expressly set forth in this Agreement, no license or other rights in or to the IT-Conductor Inc. Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, IT-Conductor Inc. owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to IT-Conductor Inc. Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that IT-Conductor Inc. will retain all right, title and interest to benchmarking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which IT-Conductor Inc. may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer

(collectively, the "Transactional Data"). This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, IT-Conductor Inc. Technology or Intellectual Property Rights owned by IT-Conductor Inc.; provided, however, that as between IT-Conductor Inc. and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

7. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed 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, including the terms and conditions of this Agreement (including pricing and other terms reflected herein and in all Proposals and SOWs hereunder), the Customer Data, the Service, the IT-Conductor Inc. Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer 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) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate. In furtherance of, and not in limitation of anything set forth in this Section 7 or elsewhere in this Agreement, the terms and conditions of this Agreement shall be Confidential Information of IT-Conductor Inc..

8. WARRANTIES & DISCLAIMERS.

8.1 IT-Conductor Inc. Warranties. IT-Conductor Inc. represents and warrants that (i) it has the legal power to enter into this Agreement; (ii) the Service will perform substantially in accordance with IT-Conductor Inc.'s marketing materials and system documentation provided to or made available to Customer; and (iii) it owns or otherwise has sufficient rights to the Service and the IT-Conductor Inc. Technology to grant the rights and licenses granted herein. The warranties provided in this Section 8.1 are solely for the benefit of Customer and Customer has no authority to extend these warranties to any third party. IT-Conductor Inc. is not liable for failures to meet its obligations hereunder to the extent caused by hardware and software not owned or operated by IT-Conductor Inc. (including Customer's own systems and professional services) or Customer's or a User's misuse of the Service. IT-Conductor Inc. provides limited warranties of functionality, service level, and security, data maintenance and backup only as expressly provided herein or as may otherwise be expressly set forth in a Proposal.

8.2 Customer Warranties. Customer represents and warrants that it has the legal power to enter into this Agreement and shall perform the responsibilities required by it pursuant to Section 2.2. By purchasing the Service, Customer authorizes IT-Conductor Inc. to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

8.3 Disclaimer. EXCEPT FOR THE WARRANTIES STATED

HEREIN, IT-CONDUCTOR INC. DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY IT-CONDUCTOR INC. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE WARRANTIES STATED HEREIN, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

9. INDEMNIFICATION.

9.1 By Customer. Customer shall defend, indemnify and hold IT-Conductor Inc. harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claims, suits or proceedings ("Claims") arising as a result of a breach of this Agreement.

9.2 By IT-Conductor Inc. IT-Conductor Inc. shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer; provided that Customer (a) promptly gives IT-Conductor Inc. notice of the claim, suit, action, or proceeding; (b) gives IT-Conductor Inc. sole control of the defense and related settlement negotiations; and (c) provides IT-Conductor Inc. with all reasonably available information and assistance necessary to perform IT-Conductor Inc.'s obligations under this Section 9.2. If the Service is held to infringe and the use enjoined, IT-Conductor Inc. shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same with a non-infringing service; or modify such Service so that it becomes non-infringing. IT-Conductor Inc. shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant IT-Conductor Inc. documentation, or use of the Service with products or services not supplied by IT-Conductor Inc. IT-Conductor Inc.'s indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Service or Software; (ii) any use of the Service or Software in combination with other products, equipment, software, or data not supplied by IT-Conductor Inc.; (iii) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (iv) any modification of the Service or Software by any person other than IT-Conductor Inc..

10. LIMITATION OF LIABILITY. In no event shall either party have any liability to the other party for any loss of use, interruption of business, or any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall IT-Conductor Inc.'s aggregate liability, however arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed amounts actually paid by Customer to IT-Conductor Inc. hereunder during the 12 month period prior to the event giving rise to any liability of IT-Conductor Inc. as contemplated by this Agreement. Customer acknowledges that the limitations set forth in this Section 10 are integral to the amount of fees charged in connection with the license of the Service and that, were IT-Conductor Inc. to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth herein may not apply to Customer.

11. CONTRIBUTION. Customer agrees, if requested by IT-Conductor Inc.,

to participate in a joint press release with IT-Conductor Inc. within thirty (30) days of the Effective Date, which references Customer as an IT-Conductor Inc. customer and will provide a quote from a senior management member of Customer as part of this press release. Final content of such press release will be approved by Customer, approval of which will not be unreasonably withheld, conditioned or delayed. Expenses related to the creation and distribution of this press release will be borne by IT-Conductor Inc. While in good standing as an IT-Conductor Inc. customer, Customer agrees to allow IT-Conductor Inc. to reference Customer as a customer using IT-Conductor Inc. technology on IT-Conductor Inc.'s website and in print copy or marketing collateral. Customer will provide IT-Conductor Inc. with an approved company logo that IT-Conductor Inc. may publish on IT-Conductor Inc.'s website and/or marketing collateral to communicate such relationship. This logo will be linked to Customer's website. Customer agrees to allow IT-Conductor Inc. to reference Customer in media-related interviews conducted by a member of the press and an IT-Conductor Inc. representative.

12. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE. IT-Conductor Inc. reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that IT-Conductor Inc. modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, IT-Conductor Inc., at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that IT-Conductor Inc. is unable to substantially restore such functionality, Customer shall have the right to terminate this Agreement and receive a pro-rata refund of the license fees paid hereunder for the terminated portion of the Term. Customer acknowledges that IT-Conductor Inc. reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that IT-Conductor Inc. shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section 12.

13. EMAIL AND NOTICES. Customer's email address for communication and notice purposes relating to this Agreement is _____ (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from IT-Conductor Inc. at the above email address specified under this Section 13. Customer further agrees that IT-Conductor Inc. may provide any and all notices, statements, and other communications to Customer through either email, posting on the Service (or other electronic transmission) or by mail or express delivery service. In addition, IT-Conductor Inc. may act and rely on all information and instructions provided to IT-Conductor Inc. from the above-specified email address.

14. MISCELLANEOUS. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules, and any controlling U.S. federal law. The state and federal courts located in Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although IT-Conductor Inc. reserves the right to name Customer as a user of the Service. This Agreement, including all exhibits and/or attachments represents the entire agreement of the parties and supersedes all prior discussions, emails and/or agreements between the parties and is intended to be the final expression of their Agreement. Except as set forth in this Agreement, it shall not be modified or amended except in writing signed by both parties. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military

hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event. Sections 2.2, 4, 5.3, 6 through 10, 15 and 16 hereof shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and/or by facsimile or email and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.

15. DEFINITIONS.

A. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers).

B. "Customer Data" shall mean any data, information, or other materials of any nature whatsoever, provided to IT-Conductor Inc. by Customer in the course of implementing and/or using the Service.

C. "Electronic Communications" shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

D. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority.

E. "Intellectual Property Rights" means patented or 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.

F. "IT-Conductor Inc. Technology" includes, without limitation, the Software, all 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 Customer through the Service or otherwise in connection with this Agreement.

G. "Seat(s)" means a unique service, application or system monitored or managed by IT-Conductor Inc.

H. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by IT-Conductor Inc. in connection with the Service provided hereunder.

I. "Users" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and for whom Seats have been purchased.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

ACKNOWLEDGED AND AGREED:

IT-CONDUCTOR INC. INC.

Signed By: _____

Name: _____

Title: _____

Date: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROPOSAL

The Proposal will be attached immediately following this page. The Proposal contains applicable items purchased or subscribed for and fees and related details. The Proposal is hereby incorporated by reference into this Agreement.

EXHIBIT B

STATEMENT OF WORK

The "Statement of Work" signed at the time of the signature of the Agreement, if any, will be attached immediately following this page. The Statement of Work, if any, is hereby incorporated by reference into this Agreement.