

FormRouter, Inc.
SERVICES AND LICENSE AGREEMENT

THIS SERVICES AND LICENSE AGREEMENT (the “**Agreement**”) is entered into by and between the Customer (“**Client**”), and FormRouter, Inc. (“**FormRouter**”). 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. This Agreement includes the Terms and Conditions (set forth below), all attached Exhibits, and any and all attached or incorporated policies, schedules, and/or other documents expressly incorporated by reference in this Agreement. Your registration for, or use of, the FormRouter Service shall be deemed to be your agreement to abide by this Agreement.

Terms and Conditions

1. Access; License.

(a) Right and License to FormRouter Applications. Subject to the terms of this Agreement, FormRouter will make available to Client, via the Internet, the FormRouter server software applications that are set forth and described on Exhibit A (the “**FormRouter Applications**”) and the applicable end user software that is set forth and described on Exhibit A (the “End User Software”) (the “**FormRouter Applications**” and “**End User Software**” collectively referred to herein as the “**Software**”). FormRouter hereby grants Client during the term of this Agreement a nonexclusive, nontransferable right and license (without rights to sublicense) to use the FormRouter Applications and End User Software solely for Client's internal business purposes.

(b) Operation; Access. FormRouter, or its service provider, will host, operate and maintain (at FormRouter’s expense) the FormRouter Applications on computer servers (owned or controlled by FormRouter) accessible by Client via the Internet, as well as provide support and maintenance services for the Software, as called for under Exhibit A, (collectively, the “**Services**”). Such Services will be provided to Client according to the terms of this Agreement, including those terms set forth under Exhibit A. Subscription Level (defined in Exhibit A) and Daily Memory Utilization (defined in Exhibit A) allocated to Client shall be as set forth on the applicable invoice (the “**Invoice**”), attached to this Agreement. The FormRouter Applications may only be used by Client and its employees (which includes Client’s service providers in order to service Client’s systems and software or internal business needs) that are assigned an individual account or sub-accounts (collectively, the “**Individual Account(s)**”), each of which includes a corresponding unique user logon ID (“**User Logon ID**”) and password, used to access the Services (each an “**End User**” and collectively, the “**End Users**”). FormRouter may subcontract the performance of the Services to one or more third parties; provided, however, that: FormRouter shall remain fully responsible to Client for all of FormRouter’s obligations under this Agreement for the performance of any subcontracted Services.

(c) End User Software Terms and Conditions. Client acknowledges that in order for it to use the FormRouter Applications, it must download one copy of the End User Software for each Individual Account. The Client’s use of the End User Software is subject to the following terms and conditions:

(i) Client may not transfer the End User Software to another entity or person.

(ii) Client shall not modify, translate, reverse assemble or reverse compile in whole or in part the End User Software that is provided in object code only; provided that, Client and the End User may develop interfaces necessary to communicate between the Services and any third party software owned, controlled or licensed by Client for its internal business needs. Client shall not rent, sell, time-share, lease, sublicense, transfer, publish, disclose, display or otherwise make available the End User Software or copies thereof to any third party. Client will be permitted to make a reasonable number of copies of the End User Software for back-up or archival purposes. Client shall not tamper with, bypass or alter any security features of the End User Software or attempt to do so unless authorized by FormRouter in writing.

(iii) Client agrees to use commercially reasonable efforts to prevent third parties from accessing and using the End User Software stored on computer systems under Client’s ownership and control.

(iii) Client agrees to secure and protect the Software in a manner consistent with the maintenance of FormRouter's rights therein.

(iiii) Client agrees that it is licensing the Software solely for purposes of collecting business data and will not use any of FormRouter's intellectual property for the purposes of use in its own product..

2. Client Responsibilities.

(a) Password. Client shall use commercially reasonable efforts to safeguard the User Logon ID and passwords used to access the Service. Client shall be solely responsible for any communications or transactions that are made by the End Users under its allocated User Logon IDs and passwords and any other obligation that may result from such use according to the terms of this Agreement. Client shall be responsible for notifying FormRouter should it become aware that a User Logon ID or password has been stolen, disclosed to unauthorized users, or might otherwise be misused according to the terms of this Agreement. Except with respect to its service providers with a need to access the Services, in accordance to the terms of this Agreement, Client shall use commercially reasonable efforts to ensure that its End Users do not disclose or transfer their User Logon IDs and passwords to any third party.

(b) Client Data. Client shall be responsible for using commercially reasonable efforts to ensure that any data or information that is provided directly by Client to FormRouter hereunder, in conjunction with FormRouter's rendering of Services (the "**Client Data**"), does not contain, to the best of Client's knowledge, any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code. Notwithstanding anything herein to the contrary, and subject to Section 9, Client hereby grants to FormRouter a nonexclusive, nontransferable right, during the term hereof, to use all Client Data solely for the purposes of providing the Services and allowing Client to use the FormRouter Applications according to the terms of this Agreement.

(c) Proper Use. Client shall be responsible for its use of the FormRouter Applications in accordance with the applicable user manuals or video training (each a "**User Manual**") available via Internet access at <http://www.formrouter.net/pdfmanuals.aspx> or <https://www.pdforsp.com/Training.aspx>. Such User Manuals may be amended from time to time by FormRouter, in its sole discretion; provided, however, that no terms contained in any User Manual will serve to modify the terms of this Agreement unless such terms are set forth in an amendment signed by both parties. For clarification and avoidance of doubt, each User Manual is intended only to guide, assist and direct Client in its utilization of the features and functions contained in the FormRouter Applications and End User Software; it is not intended to supplant, supplement or replace any of the substantive terms and obligations set forth under this Agreement. Client shall not use the FormRouter Applications in conjunction with any non-FormRouter data, information or other materials that (i) violate any applicable laws, rules or regulations, (ii) infringe upon or misappropriate any intellectual property or proprietary right of others, or (iii) violate the privacy rights of others.

3. Proprietary Rights.

(a) FormRouter Applications. As between Client and FormRouter, FormRouter is the sole and exclusive owner of all rights, title and interest in and to the FormRouter Applications and End User Software. Except as expressly permitted herein, and excluding its rights in and to the Client Data, Client shall have no right or license to, and Client shall not, use, copy, print, display, publish, transmit, sublicense or otherwise transfer, distribute or make available to others, edit, modify or create any derivative works of all or any part of the FormRouter Applications and End User Software. Nothing in this Agreement shall effect a transfer of copyright from Client to FormRouter, and Client shall, upon providing any Client Data to FormRouter for use under this Agreement, retain any rights of copyright, trademark or any intellectual property rights in such Client Data that it possessed prior to providing such Client Data to FormRouter, subject only to the license granted to FormRouter to use such Client Data as described in this Agreement.

(b) Trademarks. All trademarks, service marks, trade names and logos (collectively, "Marks") of FormRouter appearing on or within the FormRouter Applications are the property of FormRouter. All use of such marks shall inure to the benefit of FormRouter, and the use of FormRouter marks in conjunction with any other marks shall not create a unitary or composite mark. Likewise, any Marks of Client appearing on or within the FormRouter Applications, or otherwise hosted by FormRouter on its servers, will remain the property of Client and its licensors, and the goodwill associated with any such use shall inure to the benefit of Client and its licensors.

4. License Fees; Payment.

(a) **License Fees.** Subject to the terms and conditions of this Agreement, Client will pay FormRouter the fees for Services (which includes licensing of the Software) set forth on a FormRouter Invoice. Such fees are due in advance of Services rendered and are based upon the Subscription Level and DMU allocation (as each of those terms are defined in Exhibit A) provided by FormRouter to Client under the terms of this Agreement and each applicable Invoice.

(b) **Payment Terms.** FormRouter will submit to Client a written Invoice or bill for the amounts due hereunder either (a) each year, before the subsequent anniversary, for annual licenses, or (b) at the end of the then-current term as identified in this Agreement or an Invoice or bill, or (c) as otherwise mutually agreed upon, in writing, during the Term of this Agreement. The renewal charge will be equal to the then-current Service fee in effect at the time of renewal. Fees for other services will be charged on an as-quoted basis and subject to a writing signed by both parties. Unless otherwise agreed to in writing, all uncontested invoices submitted by FormRouter for services rendered, or to be rendered shall be due and payable in full within fifteen (15) days from Client's receipt thereof. Client understands and agrees that FormRouter will not activate the Individual Accounts until the applicable fees for such Services have been paid in full. All amounts paid are nonrefundable except for refunds under Section 6 during the Warranty Period. If payment is not received by the due date on client invoice client account is subject to disconnection, and a \$100 service & handling fee for reconnection. Client account balance must be paid in full for reconnection. Invoice payments received after the due date also incur late payment interest charges at 25% per year. FormRouter shall have the right to suspend Client's User Logon IDs and passwords or deny access to the FormRouter Applications if Client is delinquent on its payment obligations hereunder; provided, however, that FormRouter will provide Client an electronic copy of Client Data collected, prior to account disabling, once such uncontested fees are paid. Client agrees to provide FormRouter with complete and accurate billing and contact information. This information includes Client's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Client's designated representative that will oversee the administration of this Agreement on Client's behalf (the "License Administrator"). Client agrees to update this information within 30 days of any material change to it. If the contact information Client has provided is false or fraudulent, FormRouter reserves the right to terminate Client's access to the Service in addition to any other legal remedies. If Client believes Client's bill is incorrect, Client must contact FormRouter in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

(c) **Daily Memory Utilization (DMU).** The Services include a maximum Daily Memory Utilization (defined in Exhibit A), to accommodate the hosting of forms on FormRouter's servers, the transmission of new routings (as that term is defined in Exhibit A) and the storage of routings in accordance with the terms of this Agreement. FormRouter will use reasonable efforts to notify Client if and when Client's DMU approaches 90% of the maximum rate purchased by Client under the applicable Invoice; provided, however, that any failure by FormRouter to so notify Client shall not affect Client's responsibility to remit to FormRouter any additional fees arising from Client exceeding its DMU. If Client exceeds its DMU allocation, it will receive a notice (e.g., phone call, email, fax, etc.). Client, in consultation with FormRouter, will thereby have an opportunity to extend its DMU allocation to support higher DMU requirements. An Invoice for any necessary DMU upgrades selected by Client will be sent to the Client and payable within fifteen (15) days from its receipt thereof. If said Invoice is not contested and is not paid within such fifteen (15) day period, FormRouter may, at its discretion, suspend the Individual Accounts. FormRouter reserves the right to establish or modify its general practices and limits relating to DMU.

(d) **Excessive DMU Utilization.** If the Client's DMU exceeds the maximum allocation by fifty (50%) at any time, FormRouter may, at its discretion, suspend Client's access to its Individual Accounts until Client upgrades its DMU. An Invoice for any necessary DMU upgrades selected by Client will be sent to the Client and payable within fifteen (15) days from its receipt thereof. If said Invoice is not contested and is not paid within such fifteen (15) day period, FormRouter may, at its discretion, suspend the Individual Accounts. FormRouter reserves the right to establish or modify its general practices and limits relating to DMU.

(e) **Excessive Alert Utilization.** If the Client's alert utilization exceeds 25 data drops (including email reports) at any time FormRouter will contact the client with quotes for additional usage fees.

(f) **Taxes.** Client shall be responsible for all applicable taxes and regulatory fees of any kind imposed by any federal, national, state, provincial, local, municipal or foreign government on any Services or software access

provided under this Agreement; provided, however, that FormRouter shall be responsible for all taxes based solely upon FormRouter's income.

(g) Payments Upon Termination. Upon expiration or termination of this Agreement for any reason, Client shall pay all unpaid fees and other amounts due FormRouter hereunder, all of which shall become immediately due and payable according to the terms of this Agreement.

5. Term and Termination.

(a) Term. The term of this Agreement shall be as set forth on the Invoice or bill. Upon the expiration of the initial term of this Agreement (the "Initial Term"), this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at FormRouter's then current fees, provided that if there is an increase in the fee payable by Client in excess of the fees paid during the prior term, Client will have the right to terminate this Agreement by providing written notice of termination within 30 days after it receives the applicable Invoice or bill, such invoice or bill to be delivered no later than the last day of the Initial Term or any renewal term. In addition to any other rights of termination under this Agreement, either party may terminate this Agreement, effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) days prior to the expiration date.

(b) Termination for Breach. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement, which breach is not cured (unless such breach is incapable of cure, such as breach of the confidentiality provisions) within five (5) business days notice thereof.

(c) Termination for Insolvency. Either party may terminate this Agreement immediately upon notice to the other party if such other party becomes insolvent, any proceedings under the bankruptcy or insolvency laws is brought by or against such other party or a receiver or trustee is appointed for such other party.

(d) Survival. Termination of this Agreement shall not relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination. In addition, the payment obligations and provisions contained in Sections 1(c)(ii), 1(c)(iii), 2(b), 3, 5, 6, 7, 8, 9 and 10 shall survive the expiration or termination of this Agreement for any reason.

6. Warranties.

(a) Applications. For a period of thirty (30) days, commencing on the Effective Date (the "**Warranty Period**"), FormRouter warrants that the FormRouter Applications and End User Software will substantially perform in accordance with the descriptions for the same as set forth in Exhibit A.

(b) Ownership. FormRouter has the right to enter into this Agreement, is the owner of the Software or otherwise has the right to grant to Client the rights and licenses granted under this Agreement and, that, the Software does not infringe any patent, copyright, trademark, trade secret or violate any other proprietary rights of any third party, and there is currently no actual or threatened suit by any third party based on an alleged violation of such rights by FormRouter.

(c) Service. The Services, as delivered to Client, shall: (i) be free from defects in materials and workmanship; (ii) contain industry-standard devices or mechanisms to maintain the security and integrity of the Services and data transmitted and stored by or through the Services and to protect against unauthorized access to the Services; (iii) be free of any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code; (iv) be free of software disabling devices, time-out devices, counter devices or devices intended to collect data regarding usage of the Service (including the Software) without the knowledge of Client, and FormRouter shall not attempt to access, destroy, disable, repossess, alter or tamper with the Software or any applications, software or data (e.g., Client Data) associated with the Software, whether remotely or by access to Client's personal property, premises or otherwise.

(d) Remedies. FormRouter's sole liability and obligation and Client's exclusive remedy for breach of the warranty set forth in Paragraph 6(a) shall be for FormRouter to refund to Client the fees paid hereunder. Upon the refund of such fees, FormRouter shall discontinue Client's license of and access to the FormRouter Applications and Client agrees to delete or destroy all copies of the End User Software.

(e) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, FORMROUTER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND, EXCEPT AS SET FORTH HEREIN, FORMROUTER HEREBY DISCLAIMS THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FORMROUTER MAKES NO REPRESENTATION OR WARRANTY THAT THE FORMROUTER APPLICATIONS WILL OPERATE UNINTERRUPTED OR ERROR FREE.

7. Limitation of Liability.

FORMROUTER SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR CLIENT DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES OR OTHER MALICIOUS CODE, DELAYS IN OPERATION OR TRANSMISSION, OR FAILURE OF PERFORMANCE, EVEN IF FORMROUTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS AND OBLIGATIONS OF CONFIDENTIALITY, IN NO EVENT SHALL FORMROUTER'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) EXCEED THE TOTAL AMOUNT OF FEES RECEIVED DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

8. Indemnification.

(a) By FormRouter. FormRouter shall indemnify, defend and hold harmless Client against any loss, damage or expense (including reasonable attorneys' fees) incurred by Client as a result of any claims, actions, or proceedings arising from any infringement by the FormRouter Applications or End User Software of a third party's copyright, trademark, patent, or other proprietary rights of any third party. FormRouter shall have no liability for any infringement action or claim that is based upon or arising from Client Data, unless such action or claim arises from or is related to FormRouter's use or misuse of Client Data, which contravenes the terms of this Agreement or otherwise violates the law. This Section 8(a) sets forth the exclusive remedy of Client against FormRouter with respect to any action or claim described herein. FormRouter shall have no obligation under this Paragraph 8(a), to the extent, that such claims, actions or demands, alleging infringement, arise by reason of (i) the combination of the End User Software with third party software not supplied by FormRouter, if the infringement would not have occurred but for such combination and (ii) modifications or changes to the End User Software made by any party other than FormRouter.

(b) By Client. Client shall indemnify, defend and hold harmless FormRouter against any loss, damage or expense (including reasonable attorneys' fees) incurred by FormRouter as a result of claims, actions, or proceedings arising from Client's use of or access of the FormRouter Applications or End User Software, except for claims for which FormRouter is liable for under Paragraph 8(a).

(c) Conditions of Indemnification. The obligations under the foregoing indemnities are subject to the condition that the party seeking indemnification give the other: (i) prompt written notice of any claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the indemnifying party; and (iii) cooperation of the other party in such defense.

9. Confidentiality.

(a) Confidential Information. "Confidential Information" means any information received by one party (the "**receiving party**") from the other party (the "**disclosing party**") and which the receiving party has been informed or has a reasonable basis to believe is confidential to the disclosing party, unless such information: (1) was known to the receiving party prior to receipt from the disclosing party; (2) was lawfully available to the public prior to receipt from the disclosing party; (3) becomes lawfully available to the public after receipt from the disclosing party, through no act or omission on the part of the receiving party; (4) corresponds in substance to any information received in good faith by the receiving party from any third party without restriction as to confidentiality; or (5) is

independently developed by an employee or agent of the receiving party who has not received or had access to such information.

(b) Confidentiality Obligations. Each party agrees to maintain Confidential Information received from the other in confidence and neither use nor disclose such Confidential Information, without the prior written approval of the disclosing party, except as required to perform its obligations hereunder and comply with any order of a court or any applicable rule, regulation or law of any jurisdiction. In the event that a receiving party is required by judicial or administrative process to disclose Confidential Information of the disclosing party, it shall promptly notify the disclosing party and allow the disclosing party a reasonable time to oppose such process. Each party shall protect Confidential Information of the other by using the same degree of care, but not less than a reasonable degree of care, to prevent unauthorized disclosure or use as that party uses to protect its own confidential information of like nature. The foregoing obligations shall remain in force for two (2) years following any termination or expiration of this Agreement.

10. Miscellaneous.

(a) Assignment. The term “assign” or “assignment” shall not include any transfer by merger, acquisition, stock transfer or other consolidation with another entity or sale of all or substantially all of a party’s assets. This Agreement shall bind the parties and their successors and permitted assigns. No party to this Agreement may assign this Agreement without the prior written consent of the other party. Any assignment attempted without the written consent of the non-assigning party shall be void.

(b) Non-Solicitation. FormRouter and Client agree that the employees of FormRouter and Client may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, FormRouter and Client each agree not to recruit or employ, either directly or indirectly, a present employee of the other during the term of this Agreement or for one (1) year following termination of this Agreement.

(c) Independent Contractor. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents and employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

(d) Notices. Any notice, consent or other communication in connection with the Agreement shall be in writing and may be delivered in person, by mail, or by a reputable overnight courier service (e.g., FedEx, Airborne, DHL, UPS). If hand delivered, the notice shall be effective upon delivery. If served by mail or courier service, the notice shall be effective three (3) business days after being deposited with the United States Postal Service (i.e., by certified mail, return receipt requested) or with a courier service, addressed appropriately to the intended recipient at the addresses set forth on the Invoice. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

(e) Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of North Carolina without regard to conflict of law principles. All disputes with respect to this Agreement shall be brought and heard either in the North Carolina state courts located in Wake County, North Carolina, or the federal district court for the Eastern District of North Carolina located in Raleigh, North Carolina and the parties to this Agreement each consent to the in personam jurisdiction and venue of such courts.

(g) Severability. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result.

(h) Entire Agreement; Amendments; Conflicts; Headings. This Agreement, including all of its exhibits, each of which is incorporated into this Agreement, is the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced. If there is a conflict between the terms of this Agreement, the terms of Exhibits, the terms of a FormRouter Invoice, the terms of any FormRouter User Manuals, and the terms of any Client purchase orders, the order of priority in the event of any inconsistency among such terms shall be: this Agreement, Exhibits, an applicable FormRouter Invoice, FormRouter User Manuals, and any Client purchase orders. The section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.

(i) Use of Client Name. Client grants FormRouter permission to use its name and logo in FormRouter client lists and as a reference.

(j) Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's commercially reasonable control, despite such party's commercially reasonable efforts and without the fault or negligence of such party. Any party experiencing such an event shall give as prompt notice as possible under the circumstances. Without limiting the generality of the foregoing, FormRouter shall not be liable to Client in any way for any failure or delay in the performance of its obligations hereunder which failure is caused, directly or indirectly, by the failure of any matter for which Client is responsible under this Agreement.

EXHIBIT A

A. DEFINITIONS – FOR PURPOSES OF THE AGREEMENT:

- The term “Routing(s),” or “routing(s)” means each instance a form submission is posted by one of the Client’s online customers to one of the Client’s End User Accounts.
- The term “Subscription Level” means the account type purchased by Client.
- The term “Server Availability” means the ability of Client, its End User and Client customers to fully access the forms, the Client Data, and other materials hosted on FormRouter’s computer servers 24 hours per day, 7 days per week (excluding scheduled maintenance).
- The term “Daily Memory Utilization or “(DMU)” means the amount of memory utilized by a Client during a single 24 hour period. DMU is apportioned by (i) memory allocated to host End User forms, (ii) memory allocated to process new routings and (iii) memory allocated to store routing from previous days.

B. DESCRIPTIONS OF SERVER APPLICATIONS, CLIENT TOOLS AND FUNCTIONALITY:

The following sets forth, in detail, the FormRouter Applications, End User Software and Services:

FormRouter provides tools enabling non-technical staff to create, host and retrieve online form responses.

Forms Manager

The Forms Manager allows Clients to build and manage forms within their FormRouter account. The FormRouter service is based on open standards and therefore supports all major online form formats:

- HTML (Web)

- Adobe® PDF
- ASP and ASP.NET
- Macromedia® FLASH
- Microsoft® EXCEL

Simple Form Builder

FormRouter's Simple Form Builder enables rapid, ad-hoc development of Web forms with associated alerts.

Alerts Builder

FormRouter's Alerts Builder enables Clients to build custom alerts that are triggered each time a form is submitted. Alerts allow Clients and other users to take timely action based on each form submission.

File Manager

FormRouter's File Manager enables Clients to upload forms and supporting graphics for use in hosted forms. Using File Manager, Clients can move, hide and delete files and folders from the account.

FormRouter Client Tool

FormRouter's Client Tool, resides on the Client's desktop, enabling one-click, secure download of form-collected data to popular database formats or text files. The Client Tool communicates relevant information to users such as the number of forms downloaded and the names of forms and tables to which data was routed.

FormRouter XL Button

The FormRouter XL Button allows an Excel Spreadsheet to submit responses securely over the Internet.

FormRouter MSAccess/PDF Population Add-in

The FormRouter MSAccess/PDF Population Add-in allows a data record to be repopulated into a PDF form.

FormRouter MSAccess/File Extraction Add-in

The FormRouter MSAccess/File Extraction Add-in allows an attachment, submitted through FormRouter (as a Blob Object) and stored in data record, to be extracted and converted back into its original format.

PDFforSP.com - SharePoint Specific Tools and Services

The SharePoint specific tools use a combination of applications that install into an instance of SharePoint combined with an account on PDFforSP.com. These tools may be licensed independently of all other FormRouter software.

SP PDF Populate

The SP PDF Populate application facilitates the population of PDF forms with data derived from a SharePoint List. Requires the installation of a SharePoint Application and a paid account on PDFforSP.com.

SP PDF Edit

The SP PDF Edit application facilitates the opening, editing and saving back of full PDF forms in SharePoint. Requires the installation of a SharePoint Application and a paid account on PDFforSP.com

1. Service Availability Commitment

If FormRouter reasonably determines that its Server Availability has not achieve a cumulative rate of 99.95%, for any calendar month (based upon an average 30-day month), FormRouter, upon Client's request, will credit the Client's account for such month the pro-rated charges amounting to 10% of the monthly service fee for that Client account.

Or, if FormRouter reasonably determines that its Server Availability has not achieve a cumulative rate of 99.9%, for any calendar month (based upon an average 30-day month), FormRouter, upon Client's request, will credit Client's account for such month the pro-rated charges amounting to 25% of the monthly service fee for that Client account.

Or, if FormRouter reasonably determines that its Server Availability has not achieve a cumulative rate of 99%, for any calendar month (based upon an average 30-day month), FormRouter, upon Client's request, will credit Client's account for such month the pro-rated charges amounting to 50% of the monthly service fee for that Client account.

Server Availability is monitored and determined by FormRouter. Client may contest the published Server Availability metrics by providing written notice of such challenge to FormRouter. Upon receipt of notice,

FormRouter will engage a subject matter expert to review the contested Server Availability metrics, and Client may submit additional information relating to the contested Server Availability metrics. Upon conclusion of the review by Form Router, not to exceed thirty (30) days, FormRouter will provide to Client a written report summarizing the review process, the third party results and conclusions. Each party reserves its right reserves its rights under the Agreement with respect to any further dispute regarding the contested Server Availability metrics.

Credits will not apply to charges for services other than the hosting services for which such commitment was not met. Client's account shall not be credited more than once per month under this Service Availability Commitment and shall not exceed 50% of the monthly fee for that Service.

2. Technical Support

FormRouter shall provide for, or arrange for, the support of its servers by technical support personnel proficient in the operation and maintenance of all hardware and software used in the operation and maintenance of FormRouter's servers. FormRouter shall designate and provide Client with contact details for FormRouter technical support personnel.

3. Security; Redundancy

FormRouter shall prevent unauthorized access to its systems and servers used to host and maintain Client's forms, the Client Data, Routings, and other restricted areas of FormRouter's servers used to host Client information. While not limiting the foregoing, FormRouter shall ensure that any Client data that is stored on or transmitted through any FormRouter servers shall be encrypted using not less than 128 bit-key SSL (or substantially similar) technology and a commercially reasonable level of redundancy.

4. Changes

FormRouter agrees to give Client at least thirty (30) days notice prior to making any material changes to the Service or other operational requirements during the term of this Agreement.

END OF FORMROUTER SERVICES AND LICENSE AGREEMENT