ECHOMARK TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, EchoMark will provide Customer with access to the Services through the internet. The Services are subject to modification from time to time at EchoMark's sole discretion, for any purpose deemed appropriate by EchoMark. EchoMark will use reasonable efforts to give Customer prior written notice of any such modification.

1.2 EchoMark will undertake commercially reasonable efforts to make the Services available in accordance with the SLA attached as Exhibit A. Notwithstanding the foregoing, EchoMark reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to EchoMark.

1.3 Subject to the terms hereof, EchoMark will provide reasonable support to Customer for the Services from Monday through Friday during EchoMark's normal business hours.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal use for its own internal benefit; (iv) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (v) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to privacy (including, without limitation, in Europe), intellectual property, consumer and child protection, SPAM, text messaging, obscenity or defamation).

2.2 Customer will cooperate with EchoMark in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as EchoMark may reasonably request. Customer will also cooperate with EchoMark in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

2.3 Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to EchoMark.

2.4 Customer hereby agrees to indemnify and hold harmless EchoMark against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although EchoMark has no obligation to monitor the content provided by Customer or Customer's use of the Services, EchoMark may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.5 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

2.6 Customer further acknowledges, agrees to and is bound by the Terms of Use and Privacy Policy on EchoMark's website (as they may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.

2.7 Customer acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). EchoMark is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. EchoMark does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

3.2   The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, EchoMark may aggregate data and use such aggregated data to evaluate and improve the Services and otherwise for its business purposes.

3.3   Customer acknowledges that EchoMark does not wish to receive any Proprietary Information from Customer that is not necessary for EchoMark to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, EchoMark may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

3.4   Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

4.   INTELLECTUAL PROPERTY RIGHTS

Except as expressly set forth herein, EchoMark alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, which are hereby assigned to EchoMark. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. Customer is hereby granted a non-exclusive, nontransferable, revocable right to use the Resulting Data for its internal analysis purposes only. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights.

5.   PAYMENT OF FEES

5.1   Customer will pay EchoMark the applicable fees as set forth on the Order Form (the "Fees"). If Customer use of the Services exceeds the Service Capacity set forth on the Order Form, Customer will be invoiced at the end of each calendar month for the excess usage over the Service Capacity, at the rate set forth on the Order Form, and Customer agrees to pay the additional fees without any right of set-off or deduction. To the extent applicable, Customer will pay EchoMark for additional services, such as integration fees or other consulting fees. All payments will be made in accordance with the Payment Schedule and the Method of Payment. If not otherwise specified, payments will be due within thirty (30) days of invoice and are nonrefundable.

5.2   Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on EchoMark's net income) unless Customer has provided EchoMark with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to EchoMark on account thereof.

6.   TERMINATION

6.1   Subject to earlier termination as provided below, this Service Agreement is for the Service Term as specified in the Order Form.

6.2   In the event of any material breach of this Agreement (including any failure to pay), the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days (or ten (10) days in the case of nonpayment) prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day (or ten-day, as applicable) period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

6.3   All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

7.   CLIENT SOFTWARE SECURITY

EchoMark represents and warrants that it will not knowingly include, in any EchoMark software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, EchoMark fails to comply with the warranty in this Section, Customer may promptly notify EchoMark in writing of any such noncompliance. EchoMark will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance.   If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance.

8.   WARRANTY DISCLAIMER

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, THE SERVICES, SOFTWARE AND ECHOMARK PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ECHOMARK (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9.   LIMITATION OF LIABILITY

IN NO EVENT WILL ECHOMARK (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ECHOMARK HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF ECHOMARK, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS, OR (ii) THE FEES PAID TO ECHOMARK HEREUNDER IN THE THREE-MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.   THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10.   U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals").   The lists of Embargoed Countries and Designated Nationals are subject to change without notice.   The use of the Service is deemed a representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.   The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by EchoMark are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or

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commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.   **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with EchoMark's prior written consent. EchoMark may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind EchoMark in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. EchoMark will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of the State of New York, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in King County, Washington, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction.

<div align="center">**Exhibit A**</div>

<div align="center">**Service Level Agreement**</div>

This Service Level Agreement (the "SLA") forms a part of EchoMark's Service Terms and Conditions (the "Service Terms"). Capitalized terms not defined in this SLA shall have the meaning set forth in the Service Terms.

Service Levels

EchoMark shall provide Customer with [99.5%] availability to the Service (the "Service Availability"); and (ii) provide telephone and email support for the Service to Customer with a response SLA of less than 24 hours ("Service Support") on a 24x7x365 basis. Service Support shall only include assistance with issues which are exclusively due to an error with the Service (i.e., a failure of the Service to conform to the written specifications provided by EchoMark). Any support outside the scope of Service Support shall be provided by EchoMark on a time and materials basis. The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime resulting from outages of third party connections or utilities or other reason beyond EchoMark's control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving EchoMark employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within EchoMark's possession or reasonable control, and denial of service attacks).

Service Credits

If (i) the Service is completely unavailable to Customer due to defects with the Service beyond the Service Availability metric, or (ii) EchoMark fails to respond to a Customer Error report within the allotted time frame, then, as Customer's sole and exclusive remedy (and EchoMark's sole liability), (a) for each four hours in a month that the Service is unavailable beyond the Service Availability metric and (b) for each such response failure, EchoMark will credit Customer with one (1) day of free access to the Service. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of one (1) free month of access to the Services. Further, EchoMark will not grant a credit for any period in which Customer received any Services free of charge. EchoMark's blocking of data communications in accordance with its policies shall not be deemed to be a failure of EchoMark to provide adequate service levels under this Agreement.

In order to receive service credits, Customer must notify EchoMark in writing within seventy-two (72) hours from the time of downtime or response failure (as applicable), and failure to provide such notice will forfeit the right to receive downtime credit.