

We (Model Match, Inc) will provide you with our services under the following terms and conditions.

1. AGREEMENT STRUCTURE AND DEFINITIONS

1.1. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products and Services by Model Match to Customer. Additional terms for the purchase of a specific Product or Service are set forth in the Order(s).

“Order” means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Master Agreement, and describes order-specific information, such as description of Products and Services ordered, License Metrics, fees, and milestones. At any time after execution of the initial Order, Customer may purchase additional Services or otherwise expand the scope of Services granted under an Order, upon Model Match’s receipt and acceptance of a new Order specifying the foregoing.

1.2. This Master Agreement, along with Order(s) is referred to as the **“Agreement”**. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an Order, the terms and conditions of the Master Agreement shall control, except where the Order expressly states the intent to supersede a specific portion of the Master Agreement.

1.4. Additional Definitions:

“Customer Data” means any data, information, or material Customer or any authorized user provides or submits through the SaaS Service.

“Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, registered or recorded.

“Intellectual Property” means technology, inventions, know-how, show-how, designs, formulae, processes, techniques, methodologies, procedures, processes, tools, utilities, techniques, various concepts, ideas, methods, models, templates, content, photographs, audio and video clips, and other works of authorship, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user

interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, and any document or other materials embodying any of the foregoing, whether or not any of the same are patentable or copyrightable, and related documentation.

“**License Metrics**” means the limitation on the usage of SaaS Services or the financial metric(s) used to calculate applicable fees, and designated by a term such as the number of “users,” “locations,” “branches,” and the like.

“**Products**” means collectively (i) software programs (including updates and documentation), (ii) content, templates, information, data, text, software, music, sound, photographs, graphics, video messages or other material that Model Match may deliver to Customer as part of the Services and (iii) all toolkits and any other programs provided by Model Match hereunder, training materials, tutorials and related documentation provided by Model Match in connection with the performance of Services.

“**Professional Services**” means training, implementation, data conversion, integrations and other consulting services.

“**SaaS Services**” means the provision of access to the Products identified in the Order from a server farm located at Model Match or its hosting provider’s data center, including offline components.

“**Services**” means collectively the Professional Services and SaaS Services.

“**Term**” is defined in section 9.2.

“**User**” means an individual identifiable by a name who is an employee or an individual contractor of Customer.

2.PRODUCTS AND SERVICES

2.1. Set-Up and Implementation. Model Match shall provide set-up and implementation services and such additional Professional Services as described in the Order(s). Customer must adopt procedures to ensure the accuracy of input data; examine and confirm results prior to use; adopt procedures to identify and correct Customer or User errors and omissions; and provide an authorized primary and a backup point of contact who will coordinate communication and activities, make or facilitate making decisions during the implementation and post-implementation.

2.2. Cooperation. Customer shall provide Model Match with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Model Match in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Customer’s applications, and Customer personnel, as may be reasonably requested by Model Match

from time to time. Customer acknowledges and agrees that Model Match's performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. Model Match shall be entitled to rely on all decisions and approvals of Customer.

2.3. SaaS Services Generally. Subject to Customer's and its Users compliance with the Agreement and timely payment of the applicable fees, Model Match shall make the SaaS Service available to Client and its Users in accordance with the terms of this Master Agreement and the applicable Order Form during the Term. Access to the SaaS Services is limited to the version of the Products in Model Match's production environment. Model Match regularly updates the Services and reserves the right to add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements.

2.4. Environment. Model Match will provide Customer online access to and use of the SaaS Service via the Internet by use of a Model Match approved Customer-provided browser. The SaaS Service will be hosted on a server that is maintained by Model Match or its designated third party supplier or data center. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Services, including but not limited to procuring, installing, and operating Customer's computers, hardware, communications lines, internet connectivity, bandwidth and any operating systems required for the Customer's use of the Services.

2.5. Security. Model Match will implement reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access or disclosure. Customer will maintain commercially reasonable security procedures for the transmission of data to Model Match. Customer will notify Model Match immediately of any suspected security breach regarding transmissions to or from Model Match. Customer will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other customer of Model Match or any third party. Customer will comply with the user authentication requirements for use of the SaaS Services. Customer will identify one (1) individual who will

be authorized by Customer to administer Customer's access to and use of the SaaS Services on behalf of Customer. Customer will only permit authorized Users to access and use the SaaS Services. Model Match has no obligation to verify the identity of any person who gains access to the SaaS Services by means of an access ID. Model Match may rely on the instructions and actions as being those authorized by Customer. Customer is solely responsible for monitoring its authorized Users' access to and use of the SaaS Services. Any failure by a User to comply with the Agreement shall be deemed to be a material breach by Customer, and Model Match shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to Model Match, to effect the termination of an access ID for any User if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

2.6. Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to the Services. All such data shall be provided to Model Match in a reasonable commercial format that is widely utilized within the industry. Customer acknowledges data not submitted in such format(s) may result in additional fees for conversion to the correct format and/or other actions provided by Model Match on Customer's behalf to allow for the use of data. 2 Model Match Master

2.7. Training. Model Match will provide training for all specified users based on the modules purchased. It is the responsibility of the Customer to train new employees as they are hired after the initial training and implementation.

3. USE RIGHTS AND RESTRICTIONS

3.1. Grant of Use. Subject to the provisions contained in this Agreement, including without limitation the restrictions set forth in this section 3 and timely payment of the applicable fees, Model Match hereby grants Customer for the Term a non-transferable, non-exclusive license, without the right to grant sublicenses, to access and use the Products identified in the Order solely for the internal business purposes of Customer. Customer acknowledges that Model Match has no delivery obligation and will not ship copies of the Products to Customer as part of the Services. Customer agrees that it does not acquire under the Agreement any license to use the Products in excess of the scope and/or duration of the SaaS Services.

3.2. Restrictions. Customer shall use the Services only for the internal business purposes of Customer. Customer shall not itself, or through any

affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Customer's employees and individual contractors who have a need to such access and who shall be bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (iv) write or develop any derivative works based upon the Products or Services; (v) modify, adapt, translate or otherwise make any changes to the Products or Services or any part thereof; (vi) use the Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Model Match's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products or Services; or (viii) otherwise use or copy the same except as expressly permitted herein.

3.3. License Metrics. Customer understands that its right to use the Products and SaaS Services is limited by the number of License Metrics purchased. All fees are based on the License Metrics purchased and the quantity(ies) of License Metrics provided in the initial Order represent minimum amounts that Customer has committed to for the Term. There shall be no fee adjustments or refunds for any decreases in usage or License Metrics during the Term. Additional License Metrics must be purchased in the event usage exceeds the licensed quantity. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order.

3.4. Acceptable Use Policy and Compliance with Applicable Laws. Customer acknowledges and agrees that Model Match does not monitor or police the content of communications or data of Customer or its Users uploaded in or transmitted through the Services, and that Model Match shall not be responsible for the content of any such communications or transmissions. Customer shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations, including without limitation the US CAN-SPAM Act of 2003, 15 U.S.C. 7701, and any other national, state or local restrictions on the use of email and the Telephone Consumer Protection Act of 1991 as well as all other local,

state, federal or national law which govern the use of, sending or receiving text messages. Further, Customer shall at all times comply with the terms of 18 U.S.C. § 2721, as may be amended from time to time, regarding the authorized use and disclosure of “personal information” and “highly restricted personal information” (as those terms are defined in 18 U.S.C § 2725). Customer agrees not to post on the Web site any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any Intellectual Property Rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law (including, without limitation, the laws and regulations governing export control, unfair competition, or false advertising). Customer further agrees not to use the Web site to solicit users to join or to procure products or services competitive to the Services. Model Match reserves the right to delete, move or edit any Customer content that it may determine, in its sole discretion, violates this Agreement or is otherwise inappropriate for posting. By signing the Agreement, Customer agrees to indemnify Model Match or any of its subsidiaries, affiliates, suppliers, and their directors, officers, agents or employees against any and all liability associated with breach by Customer or its Users of this section.

3.5 “Opportunity Lead Finder” Use and Restrictions. End Users shall use the information provided by the Model Match Opportunity Finder solely for their own internal business purposes of identifying potential loan officer candidates for recruitment. For the avoidance of doubt, End Users shall not use the information for any employment decision, including, but not limited to, verifying or validating any figures or statistics provided by an applicant for employment or otherwise supplementing any employment application.

4. FINANCIAL TERMS

4.1. General. Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order, all recurring fees payment obligations start from the execution of the Order. Model Match may increase recurring fees at any time upon 60 days written notice, provided however that any increase shall occur no more than once per twelve month period and shall not exceed 5% per twelve month period. Unless otherwise specified in the Order, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and Model Match will

be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 9.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Model Match. Customer shall reimburse Model Match for any expenses incurred, including interest and reasonable attorneys' fees, in collecting amounts due Model Match hereunder that are not under good faith dispute by Customer. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services.

4.2. Taxes. Customer shall be responsible for payment of all taxes (excluding those on Model Match's net income) relating to the provision of the Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to Model Match to evidence Customer's tax exemption status is provided by Customer to Model Match prior to the delivery of Products or Services.

4.3. Travel and Lodging Expenses. Reasonable travel and lodging expenses incurred by Model Match in the performance of Services on Customer's site will be billed separately at actual cost.

4.4. Credit Card Payments. All Dollar amounts referenced herein reflect the cash price for the stated use of the Services. If Customer elects to pay via credit card, Customer will pay the non-cash price and will need to complete a separate form with Model Match authorizing the use of Customer's credit card to pay the agreed non-cash amounts.

4.5. Data/Message Costs. Standard data (and text, if applicable) rates apply for data (and messages, if applicable) sent from and received by mobile devices as determined by Customer wireless provider and Customer is solely responsible for such charges and any other charges from its wireless provider.

5. CONFIDENTIALITY.

Confidential Information means nonpublic information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure should be treated as confidential ("Confidential Information"). Confidential Information includes, without limitation: information relating to the disclosing party's software or hardware products which may include source code, API data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods as well as information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial

results. Confidential Information also includes information received from third parties that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information disclosed by a subsidiary of the disclosing party and/or its agents is covered by this Agreement. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine-readable.

Confidential Information shall not include any information that: (1) is already known to the receiving party prior to disclosure pursuant to this Master Agreement; (2) is or becomes publicly known through no wrongful act of the receiving party; (3) is received by the receiving party from a third party without any restriction on confidentiality; or (4) is approved for release by prior written authorization of the disclosing party.

Model Match reserves the right to use customer database information in de-identified form for summary and statistical reporting and publication and other purposes outside of this Agreement.

The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information.

Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive

3 Model Match Master

notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. Either party may only use Confidential Information in order to fulfill its obligations under this Agreement.

The parties agree that the unauthorized disclosure of Confidential Information may cause irreparable harm to the party whose information is disclosed and that such party shall be entitled to request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of posting any bond.

6. OWNERSHIP - INTELLECTUAL PROPERTY RIGHTS.

The Products and all equipment, infrastructure, websites and other materials or deliverables provided by Model Match in the performance of all Services will at all times remain the exclusive, sole and absolute property of Model Match or its licensors. Customer does not acquire any right, title, or

interest in or to such Products and equipment, materials and deliverables except the limited and temporary right to use them as necessary for Customer's use of the Services. All rights, title and interest in or to any Intellectual Property Rights relating to the Products and Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by Model Match and its licensors. Customer may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any Products or other materials. In the course of this Agreement, Model Match may create or use Intellectual Property which Model Match conceived independently or while working with Customer. The parties mutually acknowledge that Model Match shall own all right, title and interest in and to such Intellectual Property including without limitation the intellectual property rights relating thereto, and may use such Intellectual Property in its business operations with other customers, without limitation.

Customer retains sole and exclusive ownership to the Customer Data.

7. GENERAL WARRANTY DISCLAIMER.

Model Match makes and the Customer receives no warranties, express, implied, or statutory with respect to the Products and Services provided under this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, THE PRODUCTS AND ALL SERVICES ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, SECURITY OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES OR ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MODEL MATCH DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR BE UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MODEL MATCH DOES NOT THEREFORE GUARANTEE THAT SAAS SERVICES WILL BE AVAILABLE AT ALL TIMES. FURTHER, CUSTOMER ACKNOWLEDGES THAT MOBILE CRM IS AVAILABLE THROUGH MOBILE DEVICES USED WITHIN THE OPERATING RANGE OF A WIRELESS CARRIER OR WIFI PROVIDER, AS APPLICABLE, AND AS SUCH IS SUBJECT TO TRANSMISSION LIMITATION, INTERRUPTION AND MOBILE DEVICES PERFORMANCE. MODEL MATCH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. FURTHER, THE PRODUCTS MAY PROVIDE, OR THIRD PARTIES

MAY PROVIDE, LINKS TO OTHER WORLD WIDE WEB SITES OR RESOURCES. MODEL MATCH SHALL NOT BE RESPONSIBLE FOR THE AVAILABILITY OR ACCURACY OF SUCH EXTERNAL RESOURCES. MODEL MATCH DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH SITES OR RESOURCES.

8. LIMITATION OF LIABILITY.

NEITHER MODEL MATCH NOR ANY OF ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONSULTANTS OR SERVICE PROVIDERS, SHALL BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, STATUTORY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE PRODUCTS OR SERVICES OR MATERIALS PROVIDED BY MODEL MATCH, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, COST OF COVER OR OTHER PECUNIARY LOSS), EVEN IF MODEL MATCH OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF MODEL MATCH TO THE CUSTOMER FOR ANY CLAIMS, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE AMOUNT OF SAAS SERVICES FEES PAID HEREUNDER IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING ALLOCATION OF RISK AND LIMITATION OF LIABILITY HAS BEEN NEGOTIATED AND AGREED BY THE PARTIES AND FORMS THE BASIS OF THEIR WILLINGNESS TO ENTER INTO THIS AGREEMENT.

IN ADDITION TO, AND NOT IN LIMITATION OF, THE LIMITATIONS ON MODEL MATCH LIABILITY SET FORTH ABOVE, IN NO EVENT SHALL MODEL MATCH BE LIABLE IN ANY MANNER FOR ANY SECURITY BREACH ARISING OUT OF USE OF THE PRODUCTS OR SERVICES, OR FOR ANY LOSS OR THEFT OF DATA AND/OR CONFIDENTIAL INFORMATION RESULTING THEREFROM, OR FROM THE UNAUTHORIZED OR CRIMINAL ACTS OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED, HACKING OF OR ILLEGALLY ACCESSING MODEL MATCH SERVERS OR THE SERVERS OF ITS HOSTING PROVIDER, DENIAL OF SERVICE ATTACKS, OR THE USE OR DISSEMINATION OF COMPUTER VIRUSES, TROJANS, SPYWARE, OR ANY OTHER COMPARABLE OR SIMILAR ATTEMPT TO

INTERFERE WITH OR DISRUPT USE OF THE PRODUCTS OR SERVICES, OR USE THE PRODUCTS OR SERVICES TO OBTAIN PERSONAL INFORMATION.

9. TERM AND TERMINATION.

9.1. Master Agreement Term. The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Orders, unless otherwise terminated earlier as provided hereunder.

9.2. SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order (“**Initial Term**”) and shall automatically renew for the same length as the Initial Term unless either party gives written notice 30 days prior to the end of the Initial Term or any renewal Term of its intention to terminate the SaaS Services described in the applicable Order. The Initial Term and renewal terms are referred to as the “**Term**”.

9.3. Termination. Either party may terminate the Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of payment obligations which shall have a ten (10) day cure period; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If Model Match terminates this Agreement for Customer’s breach, Customer agrees to pay to Model Match the remaining value of the then-current Initial Term or renewal term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order) that will become due during the canceled portion of such Initial Term or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order. Orders that are not terminated shall continue in full force and effect under the terms of this Agreement.

9.4. Suspension. Model Match will be entitled to suspend any or all Services upon 10 days written notice to Customer in the event Customer is in breach of this Agreement. Further, Model Match may suspend Customer’s

access and use of the SaaS Services if, and so long as, in Model Match's sole judgment, there 4 Model Match Master is a security risk created by Customer that may interfere with the proper continued provision of the SaaS Services or the operation of Model Match's network or systems. Model Match may impose an additional charge to reinstate service following such suspension.

9.5. Upon Customer's request made within 30 days after the effective date of termination, Model Match will, provided Customer is not in breach of any of its obligations under the Agreement and upon Customer's payment of the applicable fees, make available to Customer for download a file of Customer data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Model Match shall have no obligation to maintain or provide any Customer data and shall thereafter, unless legally prohibited, delete all Customer data in its systems or otherwise in its possession or under its control. Model Match has no obligation to retain Customer Data after three months of the expiration or termination of SaaS Services.

9.6. Survival. Sections 1, 4, 5, 6, 7, 8, 9 and 10 shall survive termination of this Agreement.

10.MISCELLANEOUS PROVISIONS

10.1. Compliance. Without prejudice to Model Match audit rights pursuant to this section, upon Model Match's request Customer will document and certify that use of the Products and SaaS Services is in full conformity with the use rights granted under this Agreement and the applicable Order. During the term of this Agreement and for a period of one year following its termination, Customer will maintain and make available to Model Match records sufficient to permit Model Match or Model Match's independent auditor to verify, upon ten days' written notice, Customer's compliance with this Agreement. Customer will provide assistance, personnel, systems access, and information in an expeditious manner to facilitate the timely completion of Model Match's compliance verification. The audit will be performed during regular business hours. If Customer is not in compliance with the Agreement, Customer will reimburse Model Match's reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor), and Customer will promptly cure any noncompliance, including without limitation payment of any and all fees owed to Model Match during the period of noncompliance. The rights and remedies under this Section are in addition to any other rights Model Match may have under this Agreement. Customer acknowledges that the Products

may include a license manager component to track usage of the Products and agrees not to impede, disable or otherwise undermine such license manager's operation.

10.2. Independent Contractor. Model Match and Customer are independent contractors. Neither Model Match nor Customer are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

10.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Except as provided in Section 10.8, Customer and Model Match consent to the jurisdiction of the state courts of the State of California located in Orange County and the U.S. District Court for the Central District of California.

10.4. Entire Agreement and Modifications. Each party acknowledges that it has read this Agreement and agrees that this Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals understandings and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any customer request for proposal or the standard printed terms on any Customer purchase order. No modification, amendment or supplement to this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties by the original signatories to this Master Agreement or to any Order incorporating this Master Agreement by reference

10.5. Severability. In the event one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable by a Court of Law with jurisdiction for the matter in question, the enforceability of the remaining provisions shall be unimpaired.

10.6. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

10.7. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. No party shall assign this Agreement or any of its rights or delegate any of its duties or obligations hereunder without the prior written consent of the other party; provided, however, that Model Match may assign this Agreement and all of

its rights and obligations hereunder as part of a merger or sale of substantially all the assets or stock of Model Match.

10.8. Arbitration. Except for collection actions for payment of fees and for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this Agreement or to its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted before a single arbitrator from a panel of persons having experience with and knowledge of electronic computers and the computer business, and the arbitrator selected will be an attorney licensed to practice in the state of California. The place of arbitration shall be Irvine, California, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

10.9. Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, explosions, any law or direction of any governmental entity; emergencies; civil unrest, viruses or denial of service attacks, telecommunications failure, or failure of the internet or internet service provider. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.10. Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person and address set forth in the signature block of the Order Form. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an

overnight air courier service, provided in each case that delivery in fact is affected. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this section.

10.11. Reference. Customer agrees to be available for reference calls/site visits, publication interviews, marketing case studies and other potential activities that will assist Model Match in acquiring new customers.

10.12. Construction. Unless the context of this Master Agreement clearly requires otherwise, references to the plural include the singular, the singular the plural, and the part the whole.