

OPERATEIT, INC. SOFTWARE AS A SERVICE USAGE AND LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY : THIS SERVICE USAGE AND LICENSE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

YOU ACCEPT THIS AGREEMENT AND BECOME BOUND BY ITS TERMS BY CLICKING YOU ACCEPT THE TERMS AND CONDITIONS WHEN YOU SUBMITTED YOUR REGISTRATION FORM, WHICH INDICATES YOUR ACCEPTANCE AND AGREEMENT TO THE TERMS OF THIS AGREEMENT, OR IN THE EVENT THAT A REPRESENTATIVE OF YOUR COMPANY HAS ALREADY SIGNED THIS AGREEMENT ON BEHALF OF YOU AND YOUR COMPANY THEN BY USING THE SERVICES DESCRIBED BELOW YOU ARE CONFIRMING YOUR ACCEPTANCE TO THESE TERMS. IN ANY EVENT BY YOUR USE OF THE SERVICES DESCRIBED BELOW YOU ARE CONFIRMING YOUR ACCEPTANCE TO ITS TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOUR ACCEPTANCE OF THIS AGREEMENT IS YOUR REPRESENTATION THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement is for your use and acquisition of Our services which may include associated software components, media, printed materials, and "online" or electronic documentation and are sold through the SaaS (Software as a Service) method of licensing.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

OVERVIEW

Except as expressly authorized in this Agreement, You may not copy, reverse engineer, translate, port, modify or make derivative works of the Services. You agree not to rent, disclose, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, store, or time-share the Services. You shall not derive or attempt to derive the source code, source files or structure of all or any portion of the Services by reverse engineering, disassembly, decompiling or any other means. You agree to take all reasonable steps to protect the Services from unauthorized access, copying, or use. We retain all ownership rights in the Services. You may not alter or remove any copyright notice or proprietary legend contained in or on the Services. We reserve all rights not expressly granted to You.

You shall adopt and enforce such internal policies, procedures and monitoring mechanisms as are necessary to ensure that the Services are used only in accordance with the terms and conditions set forth herein and shall take all steps necessary to ensure that no person or entity will have unauthorized access to the Services.

1. DEFINITIONS

"Authorized User" means each person whom You authorize to receive a password for access to NMS, CompuTool Connect, DesignAlign or any OPERATEIT, INC. Software through a web browser. Each Authorized User must be a current employee of your organization and includes any further persons who properly obtain any such password and uses it at your computer to access OPERATEIT, INC. Software as a result of your or any Authorized User's acts or omissions.

"Active User" or "User" means any Authorized User who logs into any NMS, CompuTool Connect, DesignAlign or any OPERATEIT, INC. Software offering in any given month or has been moved in status by Your system Administrator by checking the Active User box. Once a user has become an Active User they will be counted for that entire calendar month but they can be replaced from the Active User list for the following month if required. All OPERATEIT, INC. licensing is based on Active Users per month.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 30% of the voting interests of the subject entity.

"Company" means the company accepting this EULA and those who operate under its proprietary.

"CompuTool" or "CompuTool Connect" or "CompuTool Pro" or "NMS" or "Network Management System" or "DesignAlign" means a subset of OPERATEIT, INC. licensed software licensed for general remodeling and Kitchen & Bath companies.

"Fee Schedule" means the current schedule of fees for the Services, accessible at www.operateit.net or available from through Your Network Partner Solution.

"OPERATEIT, INC." means OperateIT, Inc., a Delaware company who develops and licenses software for the construction trades.

"OPERATEIT, INC. Software" means any software product that is licensed by OPERATEIT, INC. to the construction trades market. OPERATEIT, INC. Software includes but is not limited to, CompuTool

Connect, CompuTool Pro, roof-IS roof-IS Pro, roof-IS Mobile, MCW, CompuTool SmartPlan, Computool Enhanced, DesignAlign and SEN NMS (a private label version of CompuTool Connect for SEN Design Group Members).

"OPERATEIT, INC. License" means a right to use license for any OPERATEIT, INC. Software offering both for the Company and its designated users. A OPERATEIT, INC. License is based on the agreed fees and version of OPERATEIT, INC. Software being used by the Company. Company pays OPERATEIT, INC. a license fee for all Active Users counted in each Subscription Term. Company may increase the number of Active Users at any time during the Subscription Term by paying the same OPERATEIT, INC. License Fee for that extra user. Partial payments are calculated during the month and charged retrospectively for the previous month.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, adware, keystroke loggers, spyware and other harmful or malicious software code, files, scripts, agents or programs.

"Network Partner Solution" means a branded private label version of OPERATEIT, INC. Software which is offered in partnership with a 3rd party, typically representing a network of contractors and where the pricing for OPERATEIT, INC. Software is typically agreed on a case by case basis.

"Network Support Plan" means support services which may have been agreed for You as part of a Network Partner Solution that exceed the Standard Support Plan services.

"Network Foundation User Number" means the number of Active Users that form part of Your Network partner Solution and for whom you will not be charged directly by OPERATEIT, INC..

"Non-OperateIT, Inc. Applications" means online applications and offline software products provided by entities or individuals other than Us that are clearly identified as such, and that interoperate with the Services.

"Service Level Agreement" or "SLA" means the service level agreement for the Services detailed in section 16 below. Basic support is known as the "Standard Support Plan" although additional support levels may be purchase by You or as part of Your Network Partner Solution.

"Services" means the products and services that are made available from OPERATEIT, INC. online via the customer login link and outlined below including OPERATEIT, INC. Software and services.

"Subscription Term" or "Term" means the period of time that You are subscribed to use Services. Typically the standard periods are monthly ("Monthly Subscription Term") although it may be agreed to be for a longer period from time to time. A Monthly Subscription Term runs from the date You first began usage of OPERATEIT, INC. Software ("First Usage Date") and does not begin on the 1st of the month. Billing periods run from First Usage Date to the same calendar date in the next month, less one day.

"Standard Support Plan" means our basic level of support services as outlined in section 16.1 below.

"Terms of Service" means the user terms for the use of Our Services as outlined in this EULA.

"We," "Us" or "Our" means OPERATEIT, INC.

"You" or "Your" means the Company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

"The Sites" means all OPERATEIT, INC. websites including but not limited to operateIT.net, *.senms.com, *.computool.com, *.designalign.com.

2.SERVICES

2.1. Provision of Services; We shall make the Services available to You pursuant to this Agreement during each Subscription Term. If You are part of a Network Partner Solution then please consult your group administrator to confirm any additional Services which may have been agreed. You agree that Your acceptance of this Agreement and the Services is not contingent on the delivery of any future functionality.

2.2. Per User Subscriptions; (i) Services are purchased on a per Active User subscription basis and may be accessed by no more than the specified number of Active Users You have subscribed and paid for during each month, (ii) Your first Active User is typically your administrator ("Administrator") (iii) additional Users may be added to Your account during an applicable Subscription Term at the same

pricing as that for Your then-existing subscriptions, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions with a minimum subscription period of one month. User subscriptions are for Active Users only. (iv) You may list as many Authorized Users as you wish within your company and will only be charged a OPERATEIT, INC. License fee once they are switched to Active Users. Access to the system by an Authorized User is deemed notice that Company wishes OPERATEIT, INC. to treat such a user as an Active User. (v) If you are part of a Network Partner Solution some initial Active Users may be covered under your network agreement, please check with your network as to how many Active Users are part of Your Network Foundation User Number. Only additional Active Users beyond the Network Foundation User Number will then be charged directly to You.

2.3 Use of additional services; OPERATEIT, INC. Software contains integrations to 3rd party providers who offer additional services as well as a number of products and services which can be ordered in addition to Your OPERATEIT, INC. Software License. Most of these services are fee based with a per usage charge ("Variable Fees") and in some cases OPERATEIT, INC. will collect the cost of these services directly from You via the credit card or payment details You have provided at registration. You accept that you have the ability with the OPERATEIT, INC. administration system to control which of Your Active Users has access to the ordering of which of these services and You further accept that all of the prices for these services are maintained at The Sites.

You hereby agree that by allowing Your Active Users the ability to order these additional fee based services that OPERATEIT, INC. is fully entitled to collect these Variable Fees from You at time of purchase by Your Active Users or within seven working days of their occurrence.

All Active Users shall be required to enter into an End User License Agreement in connection with using the Services. You shall be responsible to ensure that Your Active Users comply with the terms of such end user license agreement.

3. USE OF THE SERVICES

3.1. Our Responsibilities; We shall: (i) provide Our Standard Support Plan (see 16.1) for the Services provided to You at no additional charge, and/or upgraded support levels based on your subscription choices as offered from time to time at The Sites or outlined in your Network Partner Solution (Network Support Plan) , (ii) use commercially reasonable efforts to make the Services available in accordance with and subject to the terms of the Service Level Agreement (see 16.2) (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data; We shall use commercially reasonable efforts to maintain appropriate administrative, physical, and technical safeguards of the security, confidentiality and integrity of Your Data. Except as provided below in this Section 3.2 or with Your prior written consent, We shall not modify, disclose or access Your Data. Notwithstanding the foregoing, We may use, disclose or provide Your Data to third parties in the following instances:

3.2.1 We may provide Your Data the extent compelled by law in accordance with Section 7.2 (Compelled Disclosure)

3.2.2 We may modify, disclose or access Your Data as necessary to provide the Services, to prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.2.3 We may further disclose or access Your Data as part of macro reports run across all of Our clients for the purposes of delivering industry or geographic level trends on all parts of Our customers business, including but not limited to sales trends, manufacturer summary sales data by regions, supplier sales data by regions, conversion rates and general industry trends. These reports are generated using anonymized data at regional or State level and are not provided at customer or contractor specific detail level.

We will take every reasonable precaution to ensure that Your Data will remain secure from your competitors and that individual company or customer Data is not disclosed to any 3rd Parties except as required in 3.2.1, 3.2.2 and 3.2.4.

3.2.4 We may disclose Your Data to Non-OPERATEIT, INC. Application providers in the course of providing You with certain 3rd party services.

3.3. Your Responsibilities; You shall (i) be responsible for all Active Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) be responsible for all OPERATEIT, INC. License Fees based on the number of Active Users You have using OPERATEIT, INC. Software as well as being responsible for any Variable Fees generated by Your Active Users as outlined in 2.4 above (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (v) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e)

interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. You are responsible for determining whether We or the Services will achieve the results You desire; procuring, installing, and operating the computers in combination with any computer programs and access devices; providing a proper environment and proper utilities for the computers, including an uninterrupted power supply; and selecting Users qualified to operate the computers and familiar with the data and applications contained in the Services. We reserve the right to charge additional service fees if a User seeks assistance with respect to such basic information. You are responsible for adopting reasonable measures to limit Your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of or in the Services, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, provision for identification and correction of errors and omissions, preparation and storage of backup data, replacement of lost or damaged data or media, and reconstruction of data. You agree to maintain at all times alternative methods capable of substitution for Our performance under this Agreement. You are also responsible for complying with all local, state, and federal laws pertaining to the use of the Services. We are not responsible for obsolescence of the Services that may result from changes in Your requirements. You acknowledge that the Services therein may include the views, opinions, and recommendations of third parties, but that We do not thereby endorse such views, opinions, or recommendations, or advocate any course of action.

3.4. Usage Limitations; You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks. OPERATEIT, INC. may place limits on the amount of non-text data You may store on the network, i.e. photos, videos, or graphics, and will provide additional storage capacity at an additional monthly cost; The Services may also be subject to other use limitations as set forth by OPERATEIT, INC.. You must maintain a current credit card (or ACH details) with Us to ensure the payment of OPERATEIT, INC. Software fees and any Variable Fees or optional services offered by Us or any additional 3rd party services which You order through the OPERATEIT, INC. system. Your Licensed User Seat number is based on your payment at the start of a subscription period and you must increase your Licensed User Seats to add extra Users in any given month.

3.5. Use of Estimator Application; The Services may from time to time include an estimator application that is intended to assist You in generating estimates for Your projects. Although We seek to maintain pricing information that is current and accurate, We do not control pricing or changes in pricing for products included in the estimator application. You are solely responsible to confirm the accuracy of all prices directly with product providers and WE SHALL NOT, AND HEREBY DISCLAIM, ALL LIABILITY RELATED TO YOUR USE OF THE ESTIMATOR APPLICATION.

3.6. Use of Manufacturer Catalogs; We may from time to time provide You access to manufacturer catalogs of available products. We have no control over the publication of such catalogs or the accuracy of the information contained therein. You are solely responsible to confirm the accuracy of all prices and other information contained in such manufacturer catalogs directly with product providers and WE SHALL NOT, AND HEREBY DISCLAIM, ALL LIABILITY RELATED TO YOUR USE OF SUCH MANUFACTURER CATALOGS.

3.7. Use of 3rd Party Services; The Services may from time to time include 3rd party estimator applications, Hail Maps, Storm Swathes, scoping tools, measurement tools and other such 3rd party products and services purchased by You either directly through OPERATEIT, INC. software or imported by You or by OPERATEIT, INC. at Your request into it. Although We seek to maintain proper integrations with valued 3rd party services and attempt to ensure the validity of the data provided, we do not control this data and cannot be responsible for its validity. You are solely responsible to confirm the accuracy of all 3rd party data imported by You into OPERATEIT, INC. Software through whatever method whether support by OPERATEIT, INC. or not and WE SHALL NOT, AND HEREBY DISCLAIM, ALL LIABILITY RELATED TO YOUR USE OF THE 3rdPARTY DATA AND APPLICATIONS.

4. NON-OPERATEIT, INC. PROVIDERS

4.1. Acquisition of Non-OPERATEIT, INC. Applications or Other Products or Services; We or third parties may from time to time make available to You third-party products or services, including but not limited to Non-OPERATEIT, INC. Applications, and implementation, customization and other consulting services. Any acquisition by You of such products or services not provided by US, and any exchange of data between You and any provider of such products or services, is solely between You and the applicable provider (and not Us). We do not warrant or support Non-OPERATEIT, INC. Applications or any other products or services that are not Our products or services, whether or not they are designated by Us as "certified" or otherwise, except to the extent specifically provided in Section

4.2 Integration with Non-OPERATEIT, INC. Services; No purchase of Non-OPERATEIT, INC. Applications or other products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

4.3. Non-OPERATEIT, INC. Applications and Your Data; If You install or enable Non-OPERATEIT, INC. Applications for use with the Services, You acknowledge that We may allow providers of such Non-OPERATEIT, INC. Applications to access Your Data as required for the interoperation of such Non-OPERATEIT, INC. Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-OPERATEIT, INC.

Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-OPERATEIT, INC. Applications for use with the Services.

4.4. Integration with Non-OPERATEIT, INC. Services; The Services may contain features designed to interoperate with Non-OPERATEIT, INC. Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Non-OPERATEIT, INC. Applications from their providers. If the provider of any such Non-OPERATEIT, INC. Application ceases to make the Non-OPERATEIT, INC. Application available for interoperation with the Services on reasonable terms, We may cease providing such features without entitling You to any refund, credit, or other compensation.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees; Fees for the Services are set forth on your individual agreement and Fee Schedule or are as per the published rates at The Sites or in the agreement between OPERATEIT, INC. and Your Network Partner Solution provider. Fees are based on Services purchased and the number of Active Users and Subscription Terms, and not actual usage of the Services. Payment obligations are non-cancelable and fees paid are non-refundable. The number of Active User subscriptions purchased cannot be decreased during the relevant Subscription Term. User subscription fees are based on the applicable Subscription Term and begin on the first day of the month of each applicable Subscription Term; therefore, fees for Active User subscriptions added in the middle of a Subscription Term will be charged for that full Subscription Term. Certain discounts may apply to extended Subscription Terms, typically of one year, or based on Active User numbers in which case additional users may be added on a pro-rated basis in nearest rounded months to the end of that Subscription Term. If an annual Subscription Term is chosen then User numbers may not be reduced during that annual Subscription Term.

5.2. Invoicing and Payment; You will provide Us with valid and updated credit card information, or alternative document reasonably acceptable to Us if We approve an alternative payment arrangement. You authorize Us to charge Your credit card for all Services for the initial Subscription Term and any renewal Subscription Term(s) as set forth in Section 11.2 (Term of User Subscriptions). Payment of all fees shall be made in advance, either monthly or annually. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Certain Applications may require Us to collect monies directly or pass credit card information to those service Providers to purchase their services. In the event that We collect such monies You agree to a handling fee of \$2.00 plus any applicable credit card charges.

5.3. Overdue Charges; If any charges are not received from You by the due date, then, at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the

date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration; If any amount owed by You under this or any other agreement for Our services that is not being disputed by You in good faith and for which You are cooperating diligently to resolve the dispute is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 12.1 (Manner of Giving Notice), before suspending services to You.

5.5. Taxes; Unless otherwise stated Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder or they may be added by Us to Our fees if required by State or federal laws.

5.6. Increase in charges and auto renewal; We reserve the right to modify the Fee Schedule in line with inflationary or other cost pressures and will provide two weeks' notice of such a change if it is being applied. Your Subscription Term will renew for the same period with the same User numbers automatically at the end of each month / year (depending on Your Subscription Term) unless You provide Us with written cancellation notice within 14 days prior to the end of the Subscription Term.

5.7 How we charge for Extra Users and when we process your fees;

We process your fees just before the start of your next Subscription Term. Failure to pay within five days of the end of your current paid for Subscription Term will result in a shut-down of your access to your system and may result in a penalty charge to re-activate. Removal of an Active User or Service or Module during a Monthly Subscription Term will only affect billing for the following Monthly Subscription Term. If You have a Monthly Subscription Term and You add new Active Users or additional chargeable OPERATEIT, INC. Software modules or features ("Modules") You will not be charged during the current Monthly Subscription Term. You will however be charged for these additional Active Users or Modules as part of the next Monthly Subscription Term even if you have discontinued or de-activated usage since their activation. For the purpose of clarification this means that any new Active Users or Modules will be licensed to You at no charge in the current Monthly Subscription Term but cannot be cancelled prior to their payment in the next Monthly Subscription Term. OPERATEIT, INC. does not charge You proportionally for new Active Users or Modules during an already paid for Monthly Subscription Term but You are committing to paying for their usage in the next Monthly Subscription Term and can only de-activate after that. If your Subscription Term is annual any additional Active Users

or Modules will be calculated proportionally to the remainder of your Subscription Term and charged appropriately.

5.8 Free Trial; If You register on our website for a Free Trial, We will make Our Services available to You on a trial basis free of charge until the end of the free trial period for which you registered to use the applicable Service. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST. DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. We claim U.S. and foreign copyright ownership with respect to the Services as proprietary software and/or compilations and expressions of distinctive and creative formats. You and each authorized User shall reproduce any copyright notices or other intellectual property legends in the form and manner in which they appear. You acknowledge and agree that We shall retain all rights, title, interest and ownership in and to the Services and any copies or updates of the Services. You acknowledge that the Services, and all know-how, intellectual property, methodologies, processes and technologies, used in performing the Services, constitute Our proprietary information and trade secrets, whether or not any portion thereof is or may be the subject of a valid copyright or patent. In the event any printout page or other tangible form of retrieved data does not contain the full text of such notices and legends, You agree to stamp or otherwise affix on each such copy of the data, including any subsequent adaptation thereof, a supplier or licensor copyright notice, which, if You are not otherwise notified, shall be the following notice (including the current calendar year): "© (current calendar year) OperateIT, Inc.,"

6.2. Restrictions; You shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivate works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than for Your own internal business purposes, (iv) reverse engineer, decompile or disassemble the Services, or otherwise attempt to derive the source code for the Services, or (v) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

6.3. Your Applications and Code; If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data; Subject to the usage and other rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. We may however aggregate information with regard to your data as outlined in Section 3.2 of this Agreement.

6.5. Suggestions; We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Your authorized Users, relating to the operation of the Services.

7.CONFIDENTIALITY

7.1. Definition of Confidential Information; We will make available to You certain proprietary information. You recognize that such information is proprietary and confidential in nature and constitutes Our trade secrets. You and any party who receives access to the Services through You shall not disclose, copy, transfer, license, de-compile or otherwise use such confidential information for any purpose other than the use of the Services. You acknowledge Us as the author, inventor, creator and owner of the Services and all related documentation. You agree that You, including Your Users, shall not disclose the Services or related documentation, or information with respect thereto, to third parties without Our prior written consent. At Our request, You shall cooperate fully with Us in any and all legal actions taken by Us to protect Our rights in the Services and related documentation and in Our confidential information.

7.2. Compelled Disclosure; You may disclose Our confidential information and We may disclose Your Data if You or Us, as the case may be, is compelled by law to do so, provided that the party being required to provide such information gives the other party, whose information is being provided, prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at expense of the party whose information is being provided, if such party wishes to contest the disclosure.

8.WARRANTIES AND DISCLAIMERS

8.1. Our Warranties; We warrant that (i) We have validly entered into this Agreement and have the legal power to do so and (ii) the Services shall perform materially in accordance with the Terms of Service. You must report any material defect in the Services to Us in writing and with sufficient detail for Us to recreate and observe any such defect in order to receive warranty remedies. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Your Warranties; You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3 Disclaimer of Other Warranties; Except as provided in Section 8.1 (Our Warranties), You agree THAT THE SERVICES ARE PROVIDED "AS IS"; WE MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY PATENT OR LATENT DEFECTS, THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF INFORMATION CONTAINED THEREIN; AND WE SPECIFICALLY DISCLAIM ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE SHALL NOT BE LIABLE ON ACCOUNT OF ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES UNLESS CAUSED BY ITS WILLFUL MISCONDUCT. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

If Our disclaimer of warranties or limitation of liability set forth within this Agreement is held unenforceable or inapplicable, you agree that Our liability shall not exceed the value fees paid by you to Us during the preceding 3 month period.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us; We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court- approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services

so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. We will not be required to indemnify You (1) with respect to any portions of Services that are made in whole or in part in accordance with Your specifications, (ii) if You alter any Service or use it outside its intended scope of use or (iii) if You use a version of the Services that has been superseded.

9.2. Indemnification by You; You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a " Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy; This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE FOR THE RESULTS OF YOUR USE OF THE SERVICES, YOUR INABILITY OR FAILURE TO CONDUCT YOUR BUSINESS, OR FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. YOU FURTHER AGREE THAT IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY OF US FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING UNDER THIS AGREEMENT AND SERVICES PERFORMED HEREUNDER, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, EXCEED THE LESSER OF \$5,000 OR THE TOTAL AMOUNT PAID BY YOU TO US DURING THE PRECEDING THREE MONTH PERIOD, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS, OR DAMAGE.

10.2. Exclusion of Consequential and Related Damages; IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement; This Agreement commences on the date You accept it and continues until all Subscription Terms granted in accordance with this Agreement have expired or been terminated.

11.2. Term of User Subscriptions; User Subscription Terms purchased by You commence on the first day of activation within a month in which the agreement is signed and continue for the Subscription Term specified therein. All User Subscription Terms shall automatically renew for additional periods equal to the expiring Subscription Term, unless either party gives the other notice of non-renewal at least 14 days before the end of the then-current Subscription Term. The per-User pricing during any such renewal Subscription Term shall be the same as that during the prior Subscription Term unless We have given You written notice of a pricing increase at least 14 days before the end of such prior Subscription Term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 20% of the pricing for the relevant Services in the immediately prior Subscription Term.

11.3. Termination for Cause; A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period unless the matter is unable to be cured within 30 days and the breaching party has commenced and is continuing to seek such cure in which case such party shall have 90 days to effect such cure, or (ii) if the other party ceases to carry on its business or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination; Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term up to the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Return of Your Data; Upon request by You made within 30 days after the effective date of termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless

legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control. Notwithstanding the foregoing, We may maintain, at Our election, copies of Your Data for archival and other purposes, subject to Our obligations under this Agreement. You do not have a right to have your Data returned if You are part of a Free Trial and do not wish to proceed to becoming a paying customer.

11.6. Surviving Provisions; Section 3.2.3 (Data aggregation), Section 5 (Fees and Payment for Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data), 12 (Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12.0 NOTICES, GOVERNING LAW AND JURISDICTION

12.1. Manner of Giving Notice; Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You. Notices to Us shall be addressed to OperateIT, Inc., 2805 Veterans Highway, Suite 2, Ronkonkoma New York 11779.

12.2. Agreement to Governing Law and Jurisdiction; This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York as it applies to a contract made and performed in such state. Venue for any legal action hereunder shall be in the Supreme Court of the State of New York in and for Suffolk County, New York, or if in federal court, the Eastern District of New York.

12.3. Waiver of Jury Trial; EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13.0 PASSWORDS

You agree to assume sole responsibility and liability for the security of passwords issued to each authorized User. Passwords are subject to cancellation or suspension by Us at any time. If access to, and use of, the Services utilizing such password in contravention to the terms of this Agreement, and re-issuance or reactivation of such passwords may be subject to Our premium charges. If You believe that

someone other than an authorized User is using any password, You must notify Us immediately. You will be charged monthly access fees for any unauthorized User who utilizes a password issued to any of Your authorized Users. We shall not be liable in any way for any actions of an unauthorized User utilizing a password which has been issued You. You shall be liability for all damages caused by any User accessing the Services through passwords issued to You or Your authorized Users.

14.0 SYSTEM REQUIREMENTS

The minimum system requirements for the Services are a computer with browser software installed (desktop applications: recommended I.E. Version 8 or later; Chrome version 17 or later, Firefox version 10 or later and Safari version 5 or later; mobile applications: IOS6 or later) and internet access. You are responsible for securing internet access for each computer accessing the Services.

15.0 USER MANUALS

User manuals and help material may be provided by Us to You in support of Your authorized use of the Services. Such user manuals shall contain instructions for access to and use of the Services, including procedures for printing or storing data, and user identification and security procedures. You may not use, copy, modify, or distribute such manuals, or any copy, adaptation, transcription, or merged portion thereof, except that You may copy manuals specifically and only for use by Your Authorized Users or as expressly authorized by Us by separate written agreement. Upon termination of this Agreement, You agree to return any and all written materials/user manuals provided by Us to them, or, at Our sole discretion, to destroy such items.

16.0 SUPPORT

16.1 Standard Support Plan; The Standard Support Plan is provided to all Active Users at no additional charge. Support is available on weekdays, excluding public holidays from 9:00am to 5:00 p.m. Eastern Time from Monday to Friday each calendar week, subject to planned or uncontrolled interruptions. We reserve the right to interrupt the Services from time to time and upon reasonable notice. You will be notified of any planned interruptions by means of service announcements transmitted by email to Administrators. The Services help desk also will be available on 24/7 basis to receive reports of technical difficulties associated with the connection to the remote server hosting the Services. We do not hold Our self out as a professional expert or adviser regarding Your computer or information needs. If You or any authorized User requests and receives assistance in from us regarding your computer system or information needs, such assistance shall be at Your sole risk and We shall not be responsible or liable with respect to the results.

Active Users can submit issues over the web, by email or by phoning our main helpline at 631 259 4777. Upon issue submission Active Users will be asked to provide their company name and contact details and a unique case number will be issued. A OPERATEIT, INC. support representative will use commercially reasonable efforts to promptly resolve each case and will provide an update within two business days on all case submissions. A resolution may consist of a fix, workaround, ticket for future development or other solution in OPERATEIT, INC. reasonable determination.

We will maintain a help desk capable of providing assistance regarding access to and use of the Services. Such telephone assistance shall be available from 9:00 a.m. to 5:00 p.m. Eastern Time from Monday to Friday each calendar week, excluding public and New York State, subject to planned or uncontrolled interruptions.

Logging an Issue:

Users may log an issue as follows;

For Severity Level 1 (A Critical problem affecting all users including system unavailability with no workaround possible) call our Help Desk at 631 259 4777.

All other severity level issues should be sent via a support ticket using any of The Sites help portals or send an email to helpdesk@operateit.net.

16.2 Service Level Agreement (“SLA”) OPERATEIT, INC. guarantees 99.90% availability of Customer’s network environment

SLA EXEMPTIONS The following items or situations are exempt from OPERATEIT, INC.’s guarantee of 99.90% availability: Unavailability of Services during scheduled maintenance windows or any other agreed-to scheduled downtime activity.

a) Modifications to hardware, system or application code configuration, or code and content migrations not authorized by OPERATEIT, INC.(except where OPERATEIT, INC. unreasonably withholds authorization).

b) Unavailability of Services due to customer programming, modifications to OS, content, development, staging and/or testing period(s) or acts or omissions of Authorized Users which are not performed in accordance with OPERATEIT, INC.'s normal change control processes.

c) Events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of OPERATEIT, INC.'s own employees), government act, or failure of the Internet or cyber attacks on our systems or those of our hosting providers.

16.3 Network Support Plan; If you are part of a Network Partner Solution please refer to your network administrator to confirm what additional support services are in place for your network.

16.4 Additional support Services may be purchased from OPERATEIT, INC. at www.operateit.net and will be detailed at the time of purchase and added to this Agreement as part of Your Support package.

17.0 USAGE RESTRICTIONS

You may use the Service only for Your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or which violates third party privacy rights; (iii) send or store material containing Malicious Code, including but not limited to, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Services or its related systems or networks; or (vi) permit any third party to use or have access to the Services other than Your authorized Users. You may demonstrate the Services using Your own customer data, for the purpose of evaluating the benefits of the Services. We may place limits on the amount of non-text data You may store on the network, i.e. photos, videos, or graphics, and will provide additional storage capacity at an additional monthly cost (see www.operateIT.com).

18.0 OTHER CHARGES

The listed fees do not include any training fees or travel and related expenses for any training that may be requested. You agree to pay, pay such fees and costs, when and as the services are rendered and the expenses incurred, as detailed by Our published training prices at that time see www.computool.com. Notwithstanding section 5.8, third party fees may be applied to You at any time during a Subscription Term for Services that You have added if they are being charged to OPERATEIT, INC. by the third party based on your usage.

19.0 SUCCESSORS AND ASSIGNS

All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Us and You.

20.0 EXPORT CONTROLS

You agree to comply fully with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations (collectively, "Export Controls"). Without limiting the generality of the foregoing, You expressly agree that You shall not, and shall cause Your representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the Service or any direct or indirect product thereof to any destination, company or person restricted or prohibited by Export Controls.

21.0 RELATIONSHIP BETWEEN THE PARTIES

We are an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

22.0 ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such exhibits. OPERATEIT, INC. reserves the right to modify this agreement from time to time and all Users will be required to agree to the revised terms.