

MISSION RESEARCH

GIFTWORKS® DATA PROTECT END-USER LICENSE AGREEMENT

This End-User License Agreement (the "Agreement") defines the terms and conditions under which Innesfarm Inc., a Delaware corporation d/b/a Mission Research ("MR") agrees to license to the undersigned customer ("Customer" or "You") the software, products, services, applications and associated documentation described below (the "Licensed Products"). In order for You, on behalf of Your organization, to access, use or obtain the Licensed Products, You must agree to and accept the terms and conditions of this Agreement. Please read this Agreement carefully. It is important that You understand the terms of this Agreement and understand that by clicking "I accept" below, accessing, using or obtaining the Licensed Products, You agree to be legally bound by all its terms and conditions and it becomes a legally binding contract.

Definitions:

"Licensed Products" is the then-current commercially available version of MR's GiftWorks® Data Protect software, products, services, applications and associated documentation.

"Licensed Software" is the then-current commercially available version of MR's GiftWorks® Data Protect software.

Terms and Conditions:

1. Your Capacity and Related Matters. By accepting the terms and conditions of this Agreement, You represent and warrant that (a) You are 18 years of age or older, (b) all information You have provided to MR is true and correct in all respects, and (c) You will update MR by email with any changes to information You have previously supplied. You further represent and warrant that You have the legal authority to accept the terms and conditions of this Agreement on behalf of Your organization and that such acceptance will be binding on Your organization. MR reserves its right, in its sole discretion, to refuse to provide You with any Licensed Product and terminate this Agreement, with or without notice.

2. Undertakings of Mission Research.

2.1 Grant. The Licensed Products are licensed and not sold to You. MR hereby grants You a nonexclusive, nontransferable, revocable, limited right and license, during the Term, to use the Licensed Products, subject to the restrictions and conditions of this Agreement and any other restrictions communicated by MR to You.

2.2 Licensed Products. MR shall provide the Licensed Products to You in all material respects in accordance with the terms and conditions of this Agreement and consistent with all applicable laws and regulations. MR shall not have any obligation under this Agreement to perform additional programming, hardware maintenance or other services. Any such services shall only be performed, if at all, pursuant to separate agreements between the parties. MR may (a) update the Licensed Products without Your prior notice; (b) upgrade, enhance, change or modify the

Licensed Products; or (c) discontinue or retire the Licensed Products or any part of the Licensed Products, including the types of files and data that are backed up or the availability of Licensed Products on any particular device or communications service at any time in its sole discretion. MR will use reasonable efforts to provide notice to You of material changes to the Licensed Products by e-mailing You at the address provided in Your registration, posting on its website, or otherwise. You may provide feedback to MR with respect to the Licensed Products. MR may use this feedback for any purpose without obligation or compensation of any kind. To the extent a license for use of this feedback is required, You hereby grant MR an irrevocable, non-exclusive, perpetual, royalty-free license to use the feedback in connection with MR's business, including enhancement of the Licensed Products.

2.3 How the Licensed Products Work. The Licensed Products provide a prominent on-screen button that, when clicked by the user, backs up the user's GiftWorks® data file and saves the data to a server provided and maintained by MR's third party supplier (the "Server"). ***There is no automatic scan feature and Your data is only backed up when activated by click of the user.*** The Server maintains up to five (5) versions of your backed up data. Your backup data may not be retrievable or restorable if: (a) the Licensed Products have not completed saving the file; (b) You delete such data or files from Your GiftWorks® database and they are not contained in the five (5) most recent backed up versions; (c) You move such data to a location off of your GiftWorks® database; (d) You terminate Your license or fail to renew Your subscription to the Licensed Products; (e) Your computer is unable to access the internet or the Server; or (f) You fail to follow MR's technical requirements, including upgrading the version of Licensed Software as required.

2.4 Relationship to Third Party Server Provider. The Server is provided and maintained by a third party supplier. Although MR will endeavor to aid with any issues that may arise with the Server, MR is not responsible for any actions or negligence on behalf of the Server provider.

3. Your Responsibilities and Agreements.

3.1 System Requirements. It is Your responsibility to determine whether You and Your Users meet the system requirements necessary to access the Server and use the Licensed Products.

3.2 IDs and Passwords; Information; Ownership. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes and solely responsible for any and all activities that occur with respect to Your account. Compromise of Your IDs or passwords may compromise the security of Your backed up data. MR shall be entitled to rely on information it receives from You and may assume that all such information was transmitted by or on behalf of You. You shall comply with all MR recommendations and notices regarding the security of Your ID, password and account. The credit card holder, or in the event of electronic funds transfer, the named account holder, associated with the Licensed Product subscription is the owner of the backed up data.

3.3 Compliance with Law. In connection with the exercise of Your rights and obligations under this Agreement, You will comply, at Your own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to You and Your business. You shall not use the Licensed Products in any manner, or in furtherance of any activity that may cause MR or its contractors to be subject to investigation, prosecution, or legal action.

3.4 Your Information. You expressly acknowledge and agree that MR may share information about You and Your account with the Server provider as necessary or desirable for MR to provide the Licensed Products hereunder. You also agree that MR may collect and use technical information gathered as part of the product support services provided to You related to the Licensed Products. MR may use this information solely to improve its products or to provide customized services or technologies to You and will not disclose this information in a form that personally identifies You.

3.5 Confidential Information. You agree to hold all information communicated by MR to You, whether written or oral or in any media whatsoever (the “Confidential Information”), in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except in connection with the purposes of this Agreement. You agree to use Your best efforts to protect all Confidential Information and in any event, to take precautions at least as great as those taken to protect Your own information of a similar nature. You agree that this Agreement is considered Confidential Information. Upon MR's request, You will return all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information. You acknowledge that breach of this provision may result in irreparable harm to MR, for which money damages may be an insufficient remedy, and therefore MR will be entitled to seek injunctive relief to enforce the provisions of this section.

3.6 Mission Research Intellectual Property. You agree that MR owns and retains all right, title and interest in and to MR's trademarks, Licensed Products and any related technology utilized under or in connection with this Agreement, including but not limited to all intellectual property rights associated therewith. No title to or ownership of any of the foregoing is granted or otherwise transferred to You or any other entity or person under this Agreement. You will not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the Licensed Products or related technology.

4. Term. The Term of this Agreement shall commence upon payment of the first Monthly Fee referenced in Section 5.1 below and shall continue on a month-to-month basis until either MR or You terminate this Agreement by providing the other with at least 30 days advance written notice (which may be by electronic mail). In the event You breach any of Your obligations under this Agreement, including, without limitation, failing to pay any amounts due, MR may, in addition to any other remedies available at law or in equity, terminate this Agreement by giving You written notice of such termination at least 10 days prior to the effective date of termination.

5. Licensed Product Fees.

5.1 Monthly Fees. In exchange for the license provided by MR hereunder, You agree to pay to MR a monthly fee of \$4.99 per month. Monthly fees shall be due for all or any portion of one month.

5.2 Method of Payment. Fees are payable by credit card or electronic funds transfer, and unless otherwise agreed, are due on the first day of the month. If paying by credit card, You hereby authorize MR to bill the credit card You have submitted to MR for any and all amounts owing to

MR under this Agreement. This authorization remains in full force and effect until MR has received written notification from You of Your termination in such time and manner as to afford MR and Your credit card processor a reasonable opportunity to act on it. If Your credit card for payment changes, You must promptly provide MR with written notice of the change and the new credit card to be charged.

6. Representations and Warranties.

6.1 Mutual Warranties. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations herein; (b) no authorization or approval from any third party is required in connection with its execution, delivery or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, (d) its obligations under this Agreement do not violate any law or breach any other agreement to which it is bound; and (e) it has all right, title or interest, or valid license to use, its respective trademarks and properties that it uses in connection with performance of this Agreement, and that its use thereof and any grants herein do not violate any intellectual property or other proprietary rights of any third party.

6.2 Mission Research Warranty Disclaimer. THE LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED PRODUCTS, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SECURITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR AVAILABILITY OF BACKED UP DATA. MR DOES NOT WARRANT THAT THE LICENSED PRODUCTS ARE FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER PROGRAM LIMITATIONS. MR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCTS OR THIRD PARTY COMPONENTS WILL BE CORRECTED. YOU EXPRESSLY ACKNOWLEDGE THAT THE SERVICES ARE COMPUTER NETWORK-BASED SERVICES, WHICH MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. MR DOES NOT WARRANT THE SERVICES OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, THE SERVER PROVIDER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MR SHALL CREATE ANY ADDITIONAL MR WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF MR'S OBLIGATIONS UNDER THIS AGREEMENT.

6.3 Your Warranties. You represent and warrant to MR that:

6.3.1 All Statements True and Correct. All representations and statements made by You in this Agreement, or in any other document relating to this Agreement by You or on Your behalf, are true, accurate and complete in all material respects. You hereby authorize MR to investigate and confirm the information submitted by You. For this purpose, MR may utilize credit bureau reporting agencies and/or its own agents.

6.3.2 Lawful Business. You are engaged in a lawful business that includes the sale of products and/or provision of services, and are duly licensed to conduct such business under the laws of all jurisdictions in which You conduct business.

6.4 Third Party Programs. You acknowledge that the Licensed Products are designed for use with certain third-party programs, including, without limitation, certain Internet browsers and software programs developed and owned by third parties. You will look solely to the developers and manufacturers of such programs with regard to warranty, maintenance or other support regarding the same. MR makes NO warranty, express or implied, with regard to any such third-party software.

7. ASSUMPTION OF RISK; LIMITATION OF LIABILITY.

7.1 ASSUMPTION OF RISK. YOU UNDERSTAND AND AGREE THAT YOUR INSTALLATION, USE AND ACCESS OF THE LICENSED PRODUCTS AND THIRD PARTY COMPONENTS IS AT YOUR SOLE DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER, SOFTWARE AND THE LOSS OF BACKED UP DATA THAT RESULTS FROM THE USE THEREOF. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR CONDUCT, YOUR DATA, AND YOUR BACKED UP DATA RELATING TO THE LICENSED PRODUCTS.

7.2 LIMITATION OF LIABILITY. YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES: (I) WILL MR OR ANY OF ITS PARENTS, AFFILIATES OR CONTRACTORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THEM) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM OR RELATED TO: (A) DISRUPTION OF SERVICES, SYSTEMS, SERVER OR WEB SITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; (B) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, THE SERVER PROVIDER; (C) UNAUTHORIZED ACCESS TO DATA OR PERSONAL INFORMATION BELONGING TO MR, YOU OR ANY THIRD PARTY; OR (D) THE LIMITATION OF THE FUNCTIONALITY OF ANY SOFTWARE, HARDWARE, EQUIPMENT OR SERVICE; OR (II) WILL MR'S TOTAL LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, UNDER THIS AGREEMENT OR WITH REGARD TO THE LICENSED PRODUCTS, EXCEED THE AGGREGATE AMOUNT OF LICENSE FEES PAID BY YOU TO MR FOR THE LICENSED PRODUCTS IN THE TWELVE (12) MONTHS PRIOR TO THE DAMAGES ARISING OR \$1,000, WHICHEVER IS LESS.

8. Indemnification by You. You shall defend, indemnify, and hold harmless MR, its contractors and their respective affiliates, parents, and/or subsidiaries, and any of their officers, directors, agents and employees, from and against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by them, arising out of or relating to: (a) any breach or alleged breach by You of any representation, warranty, or obligation of You set forth in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You or any of Your employees, agents or customers; (c) MR's use, in the performance of support hereunder, of any materials, information or documentation supplied by You which infringes or is alleged to infringe the patent, trademark, copyright, tradename, designs, formulas, data or other intellectual property rights of any third party or parties; or (d) any alleged or actual violation by You of any applicable laws, regulations or rules of any regulatory body or agency having jurisdiction over the subject matter of this Agreement. In the event You cause fines and/or penalties to be charged to MR by any entity, You agree to immediately reimburse MR for said fines or penalties.

9. General Provisions.

9.1 Notices. All notices to You shall be given electronically, sent to the electronic mail address provided by or for You during registration for the Licensed Products. Licensed Product termination notices to MR shall be sent to Mission Research, 355 Liberty St., Lancaster, PA 17603 Attention: Licensed Product Termination. Written notice will be deemed given upon personal delivery, upon confirmation of receipt if sent by fax, or three (3) days after the date of mailing if sent by certified or registered mail, postage prepaid. Electronic mail notices shall be deemed given the next business day following the date delivered.

9.2 Amendment; Modifications. No amendment, modification or change to, or waiver of, any provision of this Agreement, will be effective unless in writing and signed by the party against whom it is to be enforced, and then such consent will be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, MR may amend this Agreement at any time upon written or electronic notice to You of not less than ten (10) days prior to the effective date of such amendment; provided that the addition or change of service fees, will become effective upon at least thirty (30) days' notice. If You do not agree to such amendments, Your sole remedy is to immediately terminate this Agreement upon written notice to MR.

9.3 Severability; Headings. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

9.4 Governing Law; Dispute Resolution. The validity and performance of this Agreement shall be governed by Pennsylvania law (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws, and You agree that any disputes arising out of this Agreement shall be subject to binding arbitration in accordance with the rules of the American Arbitration Association and held in Lancaster, Pennsylvania. If, for

any reason, the foregoing arbitration clause is not enforceable, You agree that any such actions shall be brought exclusively in the state or federal courts sitting in Pennsylvania (or, at MR's option, the state and federal courts of the state where You or Your assets are located). This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The prevailing party in any litigation or other proceeding to enforce any rights or obligations under this Agreement shall be entitled to an award of reasonable attorneys' fees and costs incurred as a result of such litigation or other proceeding.

9.5 Assignment. You will not have the right or the power to assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of MR, except that You may do so with respect to Your affiliates or a purchaser of Your business, provided that (a) the assignee is financially responsible and capable of performing under the Agreement and expressly assumes Your obligations, and (b) You provide MR with advance written notice of such assignment. MR will have the right to assign this Agreement to its affiliates or any other purchaser of its business, provided the assignee is financially responsible and capable of performing under the Agreement and expressly assumes MR's obligations. You agree to notify MR in advance in the event of any sale or change of control or management of Your business.

9.6 Successors and Assignees. This Agreement is binding upon the respective, permitted successors in interest, assignees, executors, administrators and heirs of the parties.

9.7 Force Majeure. No party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the Licensed Products by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Licensed Products, or other catastrophes or any other occurrences which are beyond such parties' reasonable control (each a "Force Majeure Event"), provided that the party delayed will provide the other party notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event and in no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

9.8 U.S. Government End Users. The Software is a "commercial item," as that term is defined at 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. §12.212 and the Department of Defense Federal Acquisition Regulations Sections §252.227-7014 (a) (1) - (5). Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software (or Licensed Product) with only those rights set forth herein.

9.9 Export Control. This Agreement is subject to United States export laws and regulations governing the export, re-export, and resale of the Software (collectively, "U.S. Export Controls"). These U.S. Export Controls include the United States Export Administration Act and the United States Department of Commerce Export Administration Regulations. You acknowledge and agree to be responsible for compliance with these U.S. Export Controls and to

not engage in any course of conduct that would violate them. Not by way of limitation of the foregoing, you shall not license, export, re-export, or resell the Software in violation of U.S. Export Controls: (i) into, or to a national resident of, Cuba, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed, proscribed, or restricted goods, presently listed by the United States Department of Commerce at <http://www.bis.doc.gov/policiesandregulations/regionalconsiderations.htm>; or (ii) to anyone on the U.S. Treasury Department's List of Specialty Designated Nationals, the U.S. Commerce Department's Unverified List, the U.S. Commerce Department's Entity List, the U.S. Commerce Department's Table of Deny Orders or Denied Persons List, the State Department's Debarred List, or the State Department's Parties Subject to Nonproliferation Sanctions List, presently listed by the United States Department of Commerce at <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>. You warrant and represent by using the software that you are not located in any such country or on any such list. Such lists are subject to change at any time by the United States government, with or without notice to Mission Research.

9.10 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties, and supersedes any prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. You acknowledge that this Agreement reflects an informed, voluntary allocation between MR and You of all risks (both known and unknown) associated with the Licensed Products.