



1. MASTER SUBSCRIPTION AGREEMENT

BUTTONWOOD TECHNOLOGY GROUP L.L.C. (HEREINAFTER "Buttonwood")
TERMS OF USE:

BY PAYING THE APPLICABLE FEES, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THIS "AGREEMENT") GOVERNING YOUR USE OF BUTTONWOOD'S ONLINE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

2. WELCOME

As part of the Service, Buttonwood will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your payment for the Service shall be deemed to be your agreement to abide by this Agreement, including any materials available on the Buttonwood website incorporated by reference herein, including, but not limited to, Buttonwood's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

The parties agree as follows:

Whereas Buttonwood has developed the Service.

Whereas you desire to license and/or have licensed the use of the Service and desire to obtain the services of Buttonwood for the purpose of maintaining and providing modifications to the service.

IT IS AGREED AS FOLLOWS:

3. PRIVACY & SECURITY:

Buttonwood's privacy and security policies can be viewed at <http://www.buttonwoodgroup.com>. Buttonwood reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. When you log in, you will be asked whether or not you wish to receive marketing and other non-critical service-related communications from users of the Buttonwood service from time to time.

You may opt out of receiving such communications at that time or at any subsequent time. Note that because the Service is a hosted, online application, Buttonwood may



occasionally notify you via the Service of important announcements regarding the operation of the Service whether or not you have opted out as described above.

4. LICENSE GRANT & RESTRICTIONS:

Buttonwood hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own business purposes and subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Buttonwood and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in a manner inconsistent with this Agreement; (ii) modify or make derivative works based upon the Service or the Content; (iii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, (c) copy any ideas, features, functions or graphics of the Service, or (d) for any purpose whatsoever. Manager Seats cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

5. ACCEPTANCE OF AGREEMENT:

Payment of the applicable fees constitutes an acceptance of this Agreement.

6. YOUR RESPONSIBILITIES:

You are responsible for all activity occurring under your licenses on the Service and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Buttonwood immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) immediately report to Buttonwood and use reasonable efforts to immediately stop any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Buttonwood user or provide false identity information to gain access to or use the Service.

7. YOUR INFORMATION AND DATA:

Buttonwood does not own any data, information or material (“Customer Data”) that you submit to the Service in the course of using the Service. You, not Buttonwood, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability,



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appropriateness, and intellectual property ownership or right to use of all Customer Data, and Buttonwood shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Buttonwood reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment of fees. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Buttonwood shall have no obligation to maintain or forward any Customer Data.

8. CONFIDENTIAL INFORMATION:

All information received by Buttonwood from you which relates to your nonpublic business strategy, identity of customers, technical data, and software or hardware designs, specifications, or configurations shall be considered confidential, as will information which is clearly marked "confidential". Buttonwood shall use reasonable commercial efforts to refrain from disclosing such confidential information to anyone but personnel who are working on consulting services for you. Buttonwood shall have no obligation with respect to information claimed to be confidential or proprietary to you in the event such information is disclosed or released to the public through no fault of Buttonwood or which was rightfully known by Buttonwood prior to disclosure to Buttonwood by you.

9. PUBLICITY TRADEMARK:

Either party shall be permitted to identify the other party as a customer or a vendor, to use the other party's name in connection with proposals to prospective customers or vendors, to hyperlink from one party's website to the other party's website, to display one party's logo on the other party's web site, and to otherwise refer to the other party in print or electronic form for marketing or reference purposes. In addition to the rights granted in this Section, each party may display or refer to the other party's Proprietary Indicia, Trademarks, Service Marks, Trade Names, Logos, Symbols and/or Brand Name (collectively "Marks"). Neither party may remove, destroy or alter the other party's Marks. Each party agrees that it shall not challenge or assist others to challenge the rights of the other party or its suppliers or licensors in the Marks or the registration of the Marks, or attempt to register any trademarks, trade names, or other proprietary indicia confusingly similar to the Marks. All use of a party's Marks shall be subject to such party's logo and trademark usage guide, if provided to the other party and as the same may be updated from time to time. Neither party grants any rights in the Marks or in any other trademark, trade name, service mark, business name or goodwill of the other except as expressly permitted hereunder or by separate written agreements.

10. INTELLECTUAL PROPERTY OWNERSHIP:

Buttonwood alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Buttonwood Technology, the Content and the Service and any suggestions, ideas, enhancement



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requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Buttonwood Technology or the Intellectual Property Rights owned by Buttonwood. The Buttonwood name, the Buttonwood logo, and the product names associated with the Service are trademarks of Buttonwood or third parties, and no right or license is granted to use them.

11. INTELLECTUAL PROPERTY RIGHTS:

You shall own all rights, title and interest in and to any of your Customer Data. During this Agreement, you grant to Buttonwood a limited license to use your Customer Data solely for all reasonable and necessary purposes in regards to implementation of the Software contemplated by this Agreement and for Buttonwood to perform the Services as contemplated hereunder. This Agreement does not transfer or convey to Buttonwood or any third party any rights, title, or interest in or to your Customer Data or any associated intellectual property rights, but only a limited right of use revocable in accordance to this Agreement. Buttonwood shall own all the rights, title and interest in and to the Software, Documentations, Content or Service. This Agreement does not transfer or convey to you or any third party any rights, title or interest in or to the Technology, Software, Documentation, Content or Service or any associated intellectual property rights.

12. RIGHTS TO DEVELOPMENT:

All recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information provided to you by Buttonwood in the course of performing professional services hereunder are the property of Buttonwood and are licensed to you, pursuant to this Agreement.

13. PATENTS AND COPYRIGHTS:

Buttonwood shall not have any liability for a claim alleging that any deliverable provided by Buttonwood in accordance with this Agreement infringes a patent or copyright if the alleged infringement was developed based on information furnished by you or if the alleged infringement is the result of a modification requested by you.

14. THIRD PART INTERACTIONS:

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between you and the applicable third-party. Buttonwood and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Buttonwood does not endorse any sites on the Internet that



are linked through the Service. Buttonwood provides these links to you only as a matter of convenience and in no event shall Buttonwood or its licensors be responsible for any content, products, or other materials on or available from such sites. Buttonwood provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license(s) or other terms prior to your use of or access to such software, hardware or services.

15. PROFESSIONAL SERVICES TO BE PROVIDED BY BUTTONWOOD TECHNOLOGY GROUP, L.L.C.:

Buttonwood shall provide you with advice and consultation ("Professional Services") in the form and manner provided in a statement of work estimate ("Estimate"), by your authorization and via email to your authorized representatives.

16. BILLING AND RENEWAL:

Buttonwood charges and collects all applicable fees in advance for use of the Service. Buttonwood will automatically renew and bill your credit card or issue an invoice to you every month for licenses. The renewal charge will be equal to the then-current number of total licenses times the then-current license fees in effect at the time of renewal. Fees for other services will be charged on an as-quoted basis. Buttonwood's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal, state or city) taxes based solely on Buttonwood's income.

You agree to provide Buttonwood with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Buttonwood reserves the right to terminate your access to the Service in addition to any other legal remedies. Licenses will be billed in U.S. dollars and subject to U.S. payment, terms and pricing schemes.

If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

17. PROFESSIONAL SERVICE FEES AND EXPENSES:

An hourly rate applies for work performed in Buttonwood offices and for Services performed on-site. You shall pay Buttonwood at the rates currently in effect at the time work is performed. You shall reimburse Buttonwood for all reasonable and necessary



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travel and living expenses incurred by Buttonwood in the performance of the work. Upon your written request, Buttonwood will submit supporting expense documentation and receipts to you. Unless otherwise stated in the estimate, you shall pay Buttonwood upon receipt of the applicable invoice.

18. CHARGES AND PAYMENT OF FEES:

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The charges will be equal to the number of Buttonwood licenses issued for the use of the Buttonwood Services. Licenses are Trading Group Platforms; Trading Group Components, including eCatalogs, MarketSites, FTP Sites, HTTP Posts, Punch Outs; eStore Modules, eStore Master, eStore Master Manager Seat, eStore Manager, eStores; Additional Modules; Trading Group Modifications; Email Marketing Campaigns; Hosting Charges; Help Desk; Professional Services and Buttonwood Services. Payments are made monthly in advance from time to time. You are responsible for paying for all licenses ordered for the entire month, whether or not such licenses are actively used. You must provide Buttonwood with valid credit card or approved purchase order information as a condition precedent to signing up for the Service. You may authorize an Administrator to add licenses by delivering to Buttonwood an additional written Order Form or using an Online Order Form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term of one month; (ii) the license fee for the added licenses will be the then current, license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. Buttonwood reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail or posted on the service log-in page.

19. HELP DESK - SUPPORT AND ASSISTANCE:

Upon your request, Buttonwood agrees to provide Help Desk support and assistance for Buttonwood services. You agree to pay a fee based on the published hourly rate plus any disbursements for this Help Desk support and assistance.

20. INTEGRATION:

Any integration with accounting and other business and warehouse facilities, consulting and technical support is billed separately on a project-by-project basis. This integration with accounting and other business and warehouse facilities, consulting and technical support shall be governed by this Agreement.

21. REPORTS/INSURANCE:



Buttonwood may prepare and deliver reports to you in accordance with each Estimate. Buttonwood shall, for the period of time any of its personnel performs Services on customer's premises, secure and maintain with respect to such personnel adequate Worker's Compensation Insurance.

22. NON-SOLICITATION OF CONSULTANT EMPLOYEES:

You shall not solicit the employees of Buttonwood for the term of this Agreement and for a period of six (6) months after termination of this Agreement. In the event you solicit and hire an employee of Buttonwood providing Services under this Agreement, you shall pay Buttonwood the amount of annual compensation payable for such employee had they remained an employee of Buttonwood.

23. INDEPENDENT CONTRATOR STATUS:

Buttonwood performs this Agreement as an independent contractor, not as your employee. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between you and Buttonwood.

24. NON-PAYMENT AND SUSPENSION:

In addition to any other rights granted to Buttonwood herein, Buttonwood reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for licenses during any period of suspension. If you or Buttonwood initiates termination of this Agreement, you are obligated to immediately pay the balance due on your account computed in accordance with the fees and charge currently in effect. You agree that Buttonwood shall charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Buttonwood reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Buttonwood has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 90 days or more delinquent.

25. TERMINATION UPON EXPIRATION/REDUCTION IN NUMBER OF LICENSES:

This Agreement's Effective Date is upon receipt of initial payment for the licenses. The Agreement is terminated:



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1. Three months after receipt of written notification from the party seeking termination of the Agreement;
2. Upon Licensees default in payment of monthly fees for Three (3) Consecutive months. Upon termination of Agreement, you shall immediately discontinue, cease and desist use of the Service and/or any other related materials.

Either party may reduce the number of licenses by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following month. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. You shall pay Buttonwood for work performed prior to Buttonwood's receipt of notice of termination. You agree and acknowledge that Buttonwood has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

26. TERMINATION FOR CAUSE:

Any breach of your payment obligations or unauthorized use of the Buttonwood Technology or Service will be deemed a material breach of this Agreement. Buttonwood, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Buttonwood may terminate a free license at any time in its sole discretion. You agree and acknowledge that Buttonwood has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached the Agreement. Buttonwood will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Buttonwood help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

27. GUARANTEE:

In the event that the Buttonwood Service does not function as specified in the Buttonwood Guides available online and provided that the malfunction may be reproduced using the current online version of the Buttonwood Service, and also provided that such malfunction arises solely by reason of error in the software provided by Buttonwood and is not caused by any modification to the computer operating program, or by any modification made to the data by you, your employees, agents, etc. by any means other than those provided by Buttonwood, Buttonwood agrees to correct, at its cost, the Service provided by it to you.

28. INDEMNIFICATION:



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You, at your own expense, shall indemnify and hold harmless Buttonwood, its subsidiaries, affiliates, assignees, directors, officers, employees and agents and defend any action brought against same with respect to any claim, demand or cause of action, debt or liability, including attorney's fees, including but not limited to, claims that are based upon: (i) the display sale, possession or use of any product sold through the use of the Service; (ii) the Customer Data infringing the rights of, or causing harm to, a third party; (iii) a violation by you of your representations and warranties; or (iv) the breach by you or your Users of the Agreement, provided in any such case that Buttonwood (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Buttonwood of all liability and such settlement does not affect Buttonwood's technology, business or Service; (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Buttonwood shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees and costs arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Buttonwood of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Buttonwood; provided that you (a) promptly give written notice of the claim to Buttonwood; (b) give Buttonwood sole control of the defense and settlement of the claim (provided that Buttonwood may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Buttonwood all available information and assistance; and (d) have not compromised or settled such claim. Buttonwood shall have no indemnification obligation, and you shall indemnify Buttonwood pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process(es).

Buttonwood assumes no responsibilities or obligations to you, and you shall make no claim against Buttonwood regarding the safety, reliability, performance or marketability of any product marketed and/or sold pursuant to the Service.

29. DISCLAIMER OF WARRANTIES:

BUTTONWOOD AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. BUTTONWOOD AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER



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MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BUTTONWOOD AND ITS LICENSORS.

30. REPRESENTATIONS:

BUTTONWOOD WARRANTS THAT IT HAS THE RIGHT AND POWER TO ENTER INTO THIS AGREEMENT AND THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER.

31. INTERNET DELAYS:

BUTTONWOOD'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BUTTONWOOD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

32. LIMITATION OF LIABILITY:

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BUTTONWOOD BE LIABLE TO YOU, YOUR CLIENTS



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OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND SALES TAX OR INCIDENTAL DAMAGE ARISING OUT OF THE USE, THE RESULTS OF USE OR INABILITY TO USE THE SOFTWARE OR THE SERVICES PROVIDED BY BUTTONWOOD EVEN IF BUTTONWOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM. IN PARTICULAR, NEITHER BUTTONWOOD, NOR ANYONE ELSE AS AFORESAID SHALL HAVE ANY LIABILITY FOR ANY PROGRAMS OR DATA USED WITH THE SERVICES PROVIDED BY BUTTONWOOD INCLUDING WITHOUT LIMITATION ANY LOSS OF PROGRAMS OR DATA OF ANY KIND OR THE COST OF RECOVERING SUCH PROGRAMS OR DATA. YOU SPECIFICALLY AGREE THAT ANY AND ALL LIABILITY ON THE PART OF BUTTONWOOD OR ANYONE ELSE AS AFORESAID ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY SHALL NOT IN THE AGGREGATE EXCEED THE AMOUNTS ACTUALLY PAID BY/OR DUE FROM YOU IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE CONSULTATION SERVICES PROVIDED BY BUTTONWOOD UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED. YOU SHALL HOLD BUTTONWOOD HARMLESS AGAINST ANY CLAIMS FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED TO YOU BY BUTTONWOOD'S EMPLOYEE(S).

33. LOCAL LAWS AND EXPORT CONTROL:

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. You acknowledge and agree that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.



Buttonwood and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons or missile projects, unless specifically authorized by the United States government for such purposes.

34. NOTICE:

Buttonwood may give notice by means of a general notice on the Service; electronic mail to your e-mail address on record with Buttonwood, or by written communication sent by first class mail or pre-paid post to your address on record with Buttonwood. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending by email. You may give notice to Buttonwood at any time by any of the following: letter sent by electronic mail to Buttonwood at info@buttonwoodgroup.com; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Buttonwood at the following address: 145 West 28th Street Fifth Floor New York NY 10001

Such notice shall be deemed given when received by Buttonwood.

35. MODIFICATION TO TERMS:

Buttonwood reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing the Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

36. DISPUTE RESOLUTION/GOVERNING LAW:

In the case of any disputes under this Agreement, the parties shall first attempt in good faith to resolve their disputes informally. Any controversy or dispute arising out of or relating to this Agreement, or the breach thereof, which cannot otherwise be resolved as provided above shall be resolved by arbitration conducted by and in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The Arbitration tribunal shall consist of a single arbitrator mutually agreed upon by the parties, or in the absence of such agreement within thirty (30) calendar days from the first referral of the dispute to the AAA, designated by the AAA. The Arbitration shall be conducted in the English Language and the place of the



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Arbitration shall be New York, NY, USA, unless the parties shall have agreed to another location within fifteen (15) calendar days from the first referral of the dispute to the AAA. The agreement shall be governed by New York State Law and controlling United States Federal Law. The arbitral award shall be final and binding. The parties waive any rights to appeal the arbitral award; to the extent a right to appeal may be lawfully waived. Each party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information; and (iv) to enforce any decision of the arbitrator, including the final award. The arbitration proceedings contemplated by this Section shall be as confidential and private as permitted by law. To that end, the parties shall not disclose the existence, content or results of any proceedings conducted in accordance with this Section, and deem that all material submitted in connection with such proceedings are for the purpose of settlement and compromise; provided, however, that this confidentiality provision shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures required by law.

37. ASSIGNMENT:

This Agreement may not be assigned by you without the prior written approval of Buttonwood but may be assigned without your consent by Buttonwood to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

38. ENTIRE AGREEMENT:

This Agreement, together with any applicable Order Form and fee schedule, comprises the entire agreement between you and Buttonwood and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. The acceptance of the agreement by either party has not been induced by any representation, statement, or agreement, other than those herein expressed. This Agreement may be changed only by written agreement signed by Buttonwood and you. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they shall begin negotiations for a replacement provision. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including without limitation, an act of God, fire, flood, explosion, terrorism, war, strike, embargo, government regulations, civil or military authority, act of omission of carriers, transmitters, providers, or act of vandals, or hackers ("a force majeure event") the time for that party's performance will be extended



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for the period of the delay or inability to perform due to such occurrence; provided, however, that you will not be excused from the payments of any sums of money owed by you to Buttonwood for services provided prior to the force majeure event; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement. Neither this Agreement nor the other schedules and exhibits thereto may be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting the Agreement in construing or interpreting the provisions hereof. The Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns. Each party shall comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.

39. CONSENT TO BREACH NOT WAIVER:

No term or provision hereof will be deemed waived, and no breach will be deemed excused, unless such waiver or consent be in writing and signed by the waiving or consenting party.

40. BUTTONWOOD COPYRIGHT NOTICE:

Buttonwood shall maintain a visible copyright notice on the Service. From time to time a reasonably sized and conservative Buttonwood logo may appear on the Service. The Buttonwood logo may be removed at Buttonwood's discretion only.

41. DEFINITIONS:

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "This Agreement" means these online terms of use, any Order Forms, whether written or submitted online via an Online Order Form, and any materials available on the Buttonwood website specifically incorporated by reference herein, as such materials, may be updated by Buttonwood from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the date this Agreement is accepted. "Intellectual Property Rights" means technology, unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using an Online Order Form or by



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executing written Order Forms and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of licenses are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); an "Online Order Form" means an email request to Buttonwood or the Buttonwood online application that allows the License Administrator designated by you to, among other things, add additional Licenses to the Service; "www.buttonwoodgroup.com" means Buttonwood, a New York corporation, having its principal place of business at 145 West 28th Street Fifth Floor New York NY 10001. Buttonwood collectively means Buttonwood Technology Group, L.L.C .and its proprietary technology, including, but not limited to, software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to you by Buttonwood in providing the Service; "Service(s)" means the specific edition of Buttonwood's online customer and supplier relationship management, billing, data analysis, product configuration, order and order tracking, e-commerce, or other corporate ERP and supply chain management system identified during the ordering process, developed, operated, and maintained by Buttonwood, accessible via <http://www.buttonwoodgroup.com> or another designated web site or IP address, or ancillary services rendered to you by Buttonwood to which you are being granted access under this Agreement, including, but not limited to, Trading Group Platforms; Trading Group Components, including eCatalogs, MarketSites, FTP Sites, HTTP Posts, Punch Outs; eStore Modules, eStore Master, eStore Master Manager Seat, eStore Manager, eStores; Additional Modules; Trading Group Modifications; Email Marketing Campaigns; Hosting Charges; Help Desk; Professional Services and Buttonwood Services and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you or by Buttonwood at your request. If you have questions regarding this Agreement or wish to obtain additional information, please send an email to info@buttonwoodgroup.com.

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