

XVOUCHER SERVICES PROVIDER AGREEMENT

This Xvoucher Services Provider Agreement (“Agreement”), is made and entered into effective as of the ____ day of _____, 20__ (the “Effective Date”), by and between Genuine Genius Technologies, LLC a Minnesota limited liability company (“Xvoucher”) and _____, (“Customer”).

1. Definitions

a. Xvoucher Services. The term “Xvoucher Services” means the electronic data processing, storage and transmission services identified on the attached Subscription Schedule.

b. Xvoucher Software. The term “Xvoucher Software” means the Xvoucher Software licensed, owned and used by Xvoucher to provide the Xvoucher Services.

c. Customer Information. The term “Customer Information” means information created or otherwise owned by Customer or licensed by Customer from third parties, including Data and information created by Customer by using the Xvoucher Services, that is used in conjunction with the Xvoucher Services and the Xvoucher Software.

d. Customer Data. The term “Data” means all information provided by Customer to Xvoucher for use in conjunction with the Xvoucher Services and the Xvoucher Software.

e. Documentation. The term “Documentation” means the user manual for the Xvoucher Services. The Documentation shall be made available online by Xvoucher to Customer.

f. Fee Schedule. The term “Fee Schedule” means the fee schedule set forth in Appendix B attached to this Agreement that identifies the charges for the Xvoucher Services provided by Xvoucher to Customer.

g. Xvoucher Information. The term “Xvoucher Information” means information, including the Xvoucher Software, created and owned by Xvoucher or otherwise licensed to Xvoucher from third parties, related to the Xvoucher Services. “Xvoucher Information” includes generic transaction data and information created by “Xvoucher Services”, which does not identify a specific candidate, person, or Customer information.

h. Web Site. The term Web Site shall mean the Internet site operated by Xvoucher and accessed at the Uniform Resource Locator <http://www.xvoucher.com> (or any successor URL)

2. Services

a. Xvoucher’s Obligations. Subject to the terms and conditions of this Agreement, Xvoucher agrees to provide Customer the Xvoucher Services listed on the attached Subscription Schedule.

b. Grant of License. Subject to the terms and conditions of this Agreement, Xvoucher grants to Customer a limited, personal, non-exclusive, non-transferable, revocable license (“License”) to access and use the Xvoucher Services and the Xvoucher Software and to upload Customer Data to the Web Site. The License granted to you may not be sublicensed or

commercially distributed or shared with any third party without the prior written consent of Xvoucher. Xvoucher reserves all rights not expressly granted in this Agreement.

c. License Restrictions. Customer shall (i) not copy, distribute, reproduce, rent, lend, sell, lease, sublicense, or otherwise transfer the Xvoucher Services or any portion of the Xvoucher Software; (ii) not translate, adapt, modify, alter, combine with other software, or prepare derivative works based in whole or in part on the Xvoucher Software; (iii) not use the Xvoucher Software in a computer-based services business; (iv) transmit the Software over a network, by telephone, or electronically using any means; (v) not reverse engineer, decompile, disassemble or otherwise reduce the Software to a human-perceivable form or use any data mining, robots, or similar data gathering and extraction tools; (vi) only use the Xvoucher Services and Xvoucher Software in connection with its normal course of business; (vii) not transmit any material that may infringe the intellectual property rights of any third party; and (viii) not upload, disseminate, store or transmit viruses, Trojan horses or any other malicious code, program Customer Data, or engage in any other activity deemed by Xvoucher to be in conflict with the spirit or intent of this Agreement.

d. Use of Customer Data. Customer agrees that (i) it is solely responsible for collecting, inputting and updating all Customer Data related to Customer's use of the Xvoucher Services and Xvoucher Software, and (ii) Customer Data shall not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, privacy, or other intellectual property right of any third party, or contain anything that is obscene, defamatory, harassing, offensive or malicious.

e. Passwords. Customer is responsible for all use of its account and maintaining the confidentiality of all passwords and information. Sharing of passwords and account numbers and information is at Customer's own risk. When selecting passwords, Customer shall select unique, non-obvious passwords with at least six (6) alpha and numeric characters and change each password at least once each ninety (90) days.

3. **Fee and Payment Terms**

a. Fees. Customer agrees to pay Xvoucher Set Up Fees and Service Fees as set forth in the Fee Schedule attached hereto and incorporated by reference. Customer shall be responsible for any communication lines and Internet service provider fees associated with accessing the Xvoucher Software.

b. Payment Schedule. On the Effective Date of this Agreement, Customer shall be invoiced on a monthly basis in advance for the Monthly Subscription Fees for the Xvoucher Services to be provided for such month.

c. Late Charges; Other Remedies. Any payment not received within thirty (30) days of the invoice due date will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments, Xvoucher may, upon prior written notice to Customer, and at Xvoucher's sole discretion (i) terminate this Agreement, (ii) suspend Xvoucher Services provided to Customer in whole or in part until payment in full has been made to Xvoucher, (iii) suspend Xvoucher Services provided to Customer in whole or in part until Xvoucher and Customer have agreed, in writing, to modified payment terms that include a payment schedule for all delinquent amounts, and/or (iv) require other assurances to secure Customer's payment obligations hereunder.

d. Taxes. Customer agrees to pay all applicable sales, use, transfer or other taxes and all duties whether international, national, state, or local which are levied or imposed for any reason for the transaction contemplated hereunder. Customer agrees to reimburse Xvoucher for the amount of any such taxes or duties paid or accrued directly by Xvoucher as a result of this transaction.

4. **Warranty**

a. In General. Xvoucher warrants that it will use commercially reasonable efforts to provide the Xvoucher Services to Customer in accordance with the Subscription Schedule; provided that:

i. Customer has not used any equipment or software creating an adverse impact on the Xvoucher Services;

ii. Customer has paid all amounts due under this Agreement and is not in default of any provision of this Agreement, and

iii. Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of Xvoucher) to the Software Xvouchers. ANY UNAUTHORIZED CHANGES TO THE Xvoucher SOFTWARE WILL VOID THE WARRANTY.

b. No Other Warranties. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY FOR ANY FAILURE BY Xvoucher TO PROVIDE THE Xvoucher SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, Xvoucher AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THIS Xvoucher SOFTWARE, DOCUMENTATION, AND INFORMATION "AS IS WITH ALL FAULTS." WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Xvoucher DOES NOT PROVIDE ANY WARRANTIES WHATSOEVER THAT THE Xvoucher SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, THAT THE FUNCTIONS CONTAINED IN THE Xvoucher SOFTWARE WILL FUNCTION WITH OTHER SOFTWARE OR HARDWARE, OR WITHIN A SYSTEM, OR THAT THE Xvoucher SOFTWARE, DOCUMENTATION, INFORMATION, OR OTHER MATERIALS SUPPLIED PURSUANT TO THIS AGREEMENT FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

5. **Confidential Information**

a. Acknowledgment. Customer acknowledges that the Xvoucher Information contains trade secrets, confidential information and other valuable proprietary information exclusively owned by Xvoucher.

b. Obligations of Customer. Customer agrees to take reasonable measures to maintain the confidentiality of all Xvoucher Information that in any way is provided to, discovered by or otherwise disclosed to Customer as the result of this Agreement. Customer shall not disclose or make available to any third party the Xvoucher Services and Xvoucher Information without the prior written consent of Xvoucher. Notwithstanding the foregoing, Customer shall have the right to disclose that Customer is a customer of Xvoucher. Customer agrees that no third parties, including any consultants or other independent contractors engaged by Customer, shall have access to Xvoucher Information without the prior written consent of Xvoucher.

c. Agreement. The parties expressly agree that the terms of this Agreement shall be maintained in confidence and that neither party shall disclose the terms of this Agreement to any third party without the prior written approval of the other party.

6. Service Level Agreement (SLA)

The following terms will have the following meanings:

“Component” means a component of the Application or the Services for which a Critical Service Level has been identified in this Exhibit. Components can include, but are not limited to, websites, servers, the Application, systems and system footprints.

“Component Availability %” means the Scheduled Uptime for a particular Component functionality less any Unscheduled Downtime due to a security or malicious activity during a given month, divided by the total aXvoucherregate minutes of such Scheduled Uptime for the month, with the result expressed as a percentage. If a Force Majeure event occurs, as defined in Section 8 of the Agreement, that causes such Component to become unavailable, the relevant period of the Force Majeure event will be subtracted from Component Scheduled Uptime.

$$\text{Scheduled Uptime \#} - \text{Unscheduled Downtime \#} = \text{Component Availability \% Scheduled Uptime \#}$$

“Component Scheduled Uptime %” means the total time that the Component is scheduled to be available divided by the total amount of in the month. The Scheduled Uptime for each Component is set forth in Section XXX of this Exhibit below. The result is expressed as a percentage.

$$\text{Scheduled Uptime \#} = \text{Scheduled Uptime \% Total possible uptime \#}$$

“Unscheduled Downtime %” means with respect to a Component, any amount of time during the Component Scheduled Uptime in which: (i) any process or component of such Component or the database which serves such Component (if applicable) is not available or is not current; (ii) the hardware or systems software necessary to run such Component is not available; or (iii) two percent (2%) or more of all users are unable to access such Component due to a network component under Xvoucher’ or Xvoucher’ subcontractors control. This amount is to be represented as the total amount of time that the Component is down divided by the total Component Scheduled Uptime. This amount is to be expressed as a percentage.

$$\text{Unscheduled Downtime \#} = \text{Unscheduled Downtime \% Scheduled Uptime \#}$$

“Critical Service Level” means any service level for which a Service Credit Percentage is identified in this Exhibit.

“Exceedance” means, with respect to any one of the Components, a failure to meet the Critical Service Level(s) designated with respect to that Component.

“Service Level Credit” means with respect to any Exceed an amount determined by multiplying the total number of [page hits / server queries / concurrent users / system queries] during the preceding month by the percentage of Unscheduled Downtime. Multiply the percentage of Unscheduled Downtime (%) by the total CPM revenue received the previous month.

a) EXCEPTIONS

Generally, Genuine Genius (Xvoucher) will not be responsible for failures to meet service levels attributable to:

Acts or omissions of CUSTOMER, its agents, employees or contractors (including, without limitation, willful misconduct, negligence, breach of contract, or infringements of third party proprietary rights);

Defects in integrated software or 3rd party software provided or approved by CUSTOMER, which Xvoucher could not have discovered through the exercise of reasonable diligence prior to the failure;

CUSTOMER driven increase in demand for system resources that has not allowed Xvoucher a reasonable time to accommodate; and

Operation under a disaster recovery plan (assuming Xvoucher has complied with its material obligations with respect thereto), or provision of Services after the expiration of the Term of this Agreement.

b) COMPONENT SERVICE LEVELS

CUSTOMER will notify Xvoucher of expected or forecasted peak activity periods and Xvoucher will take necessary steps to ensure that Services are maintained and uninterrupted throughout such periods.

Except as provided in Section 2 (Exceptions) of this Exhibit, CUSTOMER will receive a Service Level Credit for each Exceedance. Service Level Credits will be calculated on a monthly basis. In the event that any applicable Component set forth below is replaced during the term of the Agreement by another Component, Xvoucher will propose for CUSTOMER's review and approval Critical Service Levels, Scheduled Uptime and Allowed Downtime for Maintenance with respect to the each new Component. CSLs for new Components will, to the extent reasonably practicable, be comparable to the CSLs then in the existence for Components that are similar in purpose and function.

c) SUPPORT OBLIGATIONS

Xvoucher will provide telephone and online technical support for the Application and the Services as further described in this Exhibit at no additional cost to CUSTOMER.

Upon notification of a problem or service report (a "support instance"), Xvoucher will immediately open a problem ticket, issue a unique identifier (a "problem ticket number") and identify and classify the problem in accordance with the priority level classifications set forth in Section 6 (Priority Classifications) of this Exhibit. All problem tickets will be tracked and maintained in a support database.

Xvoucher will provide a knowledgeable contact for technical support (the "Technical Support Manager"), in addition to Xvoucher's Program Manager.

Component: Server Availability

Critical Service Level (CSL) 98.50%

Scheduled Uptime 99.90%

Allowed Downtime for Maintenance 1.50%

Component: Application Availability

Critical Service Level (CSL) 98.50%

Scheduled Uptime 99.90%

Allowed Downtime for Maintenance 1.50%

Xvoucher will provide a unique telephone number dedicated to support calls for CUSTOMER to call during specified hours. Xvoucher will maintain email access for all support instances.

d) PROBLEM ESCALATION AND RESOLUTION

The following individuals will receive notice of all Priority 0 and Priority 1 support instances: Xvoucher Program Manager, Xvoucher Technical Manager, CUSTOMER Program Manager. The parties may designate additional parties to receive notice of support instances by providing written notice pursuant to the Notice provision of the Agreement.

Notices shall be deemed received only after the designated notice recipient personally receives the oral notice. Written confirmations of all oral notices shall be delivered, according to the Notice provisions of the Agreement, within 24 hours following the delivery of the original oral notice.

Xvoucher will respond to support requests in accordance with the following:

Resolution to an identified problem shall be deemed complete when Xvoucher has reviewed the proposed solution, tested the results, the CUSTOMER has been notified and the end user issues have been satisfied. Priority 0 alerts involve severe business impact. Xvoucher technicians and appropriate resources (of both Xvoucher and their Subcontractors) shall be made continuously available until such problems have been resolved.

e) SERVICE COMMITMENTS

Call Center. Xvoucher will provide live telephone support Monday through Friday, 7. a.m. CST to 6 p.m. CST, excluding Xvoucher' holidays. Xvoucher will provide CUSTOMER with a list of Xvoucher' Holidays upon request.

Xvoucher will provide 24x7x365 call center support for all Priority 0 support instances only.

Priority 0

(Call Center)

Notice - Within one (1) hour

Resolution - ASAP

Updates - Hourly or as reasonably requested

Priority 1

(Call Center, Email)

Notice - Within four (4) hours

Resolution - 3 Business Days

Priority 2

(Call Center, Email)

Notice - N/A

Resolution - Monthly

f) PRIORITY CLASSIFICATIONS

Priority 0. Xvoucher will classify the following support instances as Priority 0:

Production system(s) or server(s) down, or network components under Xvoucher's (or Xvoucher's Subcontractor) control, are preventing access to (or use of) the Application or the Services.

Any problem that results in 3% of customers or end-users being unable to process or download information via the Application or the Services.

Suspected risk of unauthorized access or site activity of any sort directed at interrupting site functionality or security.

The Application materially fails to conform to the functional specifications set forth in the Documentation and CUSTOMER is unable to proceed without a fix to the problem or a work-around solution provided by Xvoucher.

Problem results in major financial impact to CUSTOMER.

Assigned by Management.

Priority 1. Xvoucher will classify the following support instances as Priority 1:

Problem causes production slowdown and there is not an acceptable workaround.

Longer outage impacts ability of CUSTOMER to conduct necessary page download and/or business transactions.

Suspected little risk of unauthorized access or site activity of any sort directed at interrupting site functionality or security.

Priority 2. Xvoucher will classify the following support instances as Priority 2: Application contains cosmetic or minor flaws that have little or no impact on CUSTOMER's normal business operations. SuXvoucherestions for enhancements, or requests for new service or modifications to existing service.

g) DISASTER RECOVERY

Xvoucher will ensure that there is sufficient security disaster recovery processes in place to mitigate such risk. This will include separating DNS servers on the network, and sufficient third party software so as to allow for diagnostic and resolution capability during such an event.

Mirrored servers are to be set up such that in the event that a disaster occurs CUSTOMER's ability to serve its customers with minimal interruption. Xvoucher will have sufficient training for their employees to ensure they are able to quickly recognize the occurrence and respond.

Xvoucher will ensure that there is adequate staff on hand to respond to such an event in an immediate fashion and will ensure that the staff is aware of, and complies with, CUSTOMER's full security and escalation procedures.

7. **Proprietary Rights**

a. Ownership of Xvoucher Software. Xvoucher shall retain sole and exclusive rights, title, interest and ownership (including copyright and other intellectual property rights, or informational rights) in and to the Xvoucher Services, Xvoucher Information, and Xvoucher Software and all legally protectable elements or derivative works thereof. Xvoucher Software contains proprietary and copyright protected material and, in its human-perceivable form, contains trade secrets and copyright protected materials and other intellectual property rights exclusively owned by Xvoucher. Customer acknowledges and agrees that it will not take any action inconsistent with such ownership. This Agreement does not grant Customer any rights to any patents, copyrights, trade secrets, trademarks (whether registered or unregistered), or any other rights, functions or licenses with respect to the Xvoucher Software. If you create any derivative works in violation of this Agreement, based in whole or in part on the Xvoucher Software, Xvoucher shall be the lawful owner of all such derivative work(s) and any proceeds or profits derived therefrom.

b. Copyright Notice. Xvoucher may place copyright and/or proprietary notices, including hypertext links, within the Xvoucher Services. Customer shall not alter or remove such notices without Xvoucher's written permission. Notwithstanding anything to the contrary in this Agreement, Xvoucher shall not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Xvoucher Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another Customer of Xvoucher.

8. **Term**

The term for each of the Xvoucher Services will commence on the date set forth in the Subscription Schedule and continue for the period specified therefore in the Subscription Schedule. Thereafter, the term of each of the Xvoucher Services shall automatically renew and continue for additional terms equal to the period specified in the Subscription Service unless either party notifies the other in writing at least ninety (90) days prior to the end of a term of its intention not to renew. Each renewal will be at Xvoucher's then current rates, as set forth in a Fee Schedule provided by Xvoucher to Customer at least one hundred and twenty (120) days prior to the end of a term.

9. **Termination**

a. By Xvoucher. Xvoucher may terminate this Agreement upon giving Customer a written notice of termination if Customer (i) breaches this Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach, except in the case of failure to pay fees, which must be cured within five (5) days after Xvoucher gives Customer notice of such delinquency, or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition is not dismissed within sixty (60) days of filing.

b. By Customer. Customer may terminate this Agreement upon giving Xvoucher a written notice of termination if Xvoucher (i) breaches this Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach, or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition is not dismissed within sixty (60) days of filing.

c. Procedure upon Termination. Upon the effective date of termination of this Agreement, Xvoucher shall cease providing the Xvoucher Services, Customer shall cease using

the Xvoucher Services, and all payment obligations of Customer through the effective date of termination shall immediately become due. Upon termination of this Agreement, Customer shall promptly return all Xvoucher Information and Documentation. Within sixty (60) days after the effective date of termination and full payment by Customer, Xvoucher shall provide Customer with a copy of all Customer Information which resulted from providing the Xvoucher Services, in the format specified on the Subscription Schedule.

10. **Limitations of Liability**

a. In General. THIS SECTION 9 AND SECTION 4 (WARRANTY) SET FORTH Xvoucher'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL Xvoucher OR ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST TIME, LOST SAVINGS, LOST DATA, LOST CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF USE OF SERVICE OR EQUIPMENT ARISING FROM OR RELATING TO THIS AGREEMENT OR THE Xvoucher SERVICES, SOFTWARE, INCLUDING, WITHOUT LIMITATION, YOUR USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR ANY THIRD PARTY SOFTWARE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SOFTWARE INCLUDING ANY CHANGES TO OR INACCESSIBILITY OF THE SOFTWARE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED.

Xvoucher SHALL NOT BE LIABLE FOR ANY NON-AUTHORIZED ACCESS OF THE Xvoucher SOFTWARE OR FOR THE NON-AUTHORIZED ACCESS TO DOCUMENTS OR WEBPAGES OF A NETWORK OR WEBSITE, INCLUDING ANY TRESPASS THEREUPON. Xvoucher SHALL ALSO NOT BE LIABLE FOR THE INTERRUPTION OR THE SLOWDOWN OF THE SERVICES OF A NETWORK OR WEBSITE SERVER THAT MAY BE POTENTIALLY CAUSED BY CUSTOMER OR ANY THIRD PARTY USER OF THE SOFTWARE.

THE PARTIES ACKNOWLEDGE THAT Xvoucher HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

b. Force Majeure. Xvoucher SHALL NOT BE LIABLE FOR AND WILL NOT BE RESPONSIBLE TO CUSTOMER FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT IF SUCH DELAY OR FAILURE RESULTS FROM FIRE, EXPLOSION, LABOR DISPUTE, EARTHQUAKE, CASUALTY OR ACCIDENT, LACK OF FAILURE OF TRANSPORTATION FACILITIES AND/OR SERVICES, LACK OF FAILURE OF TELECOMMUNICATIONS FACILITIES AND/OR SERVICES INCLUDING INTERNET SERVICES, EPIDEMIC, FLOOD, DROUGHT, OR BY REASON OR WAR, REVOLUTION, CIVIL COMMOTION, BLOCKADE OR EMBARGO, ACT OF GOD, ANY INABILITY TO OBTAIN ANY REQUISITE LICENSE, PERMIT OR AUTHORIZATION, OR BY REASON OF ANY LAW, PROCLAMATION, REGULATION, ORDINANCE, DEMAND OR REQUIREMENT OF ANY GOVERNMENT OR BY REASON OF ANY OTHER CAUSE WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THOSE ENUMERATED, BEYOND THE REASONABLE

CONTROL OF Xvoucher.

11. Indemnification

Customer agrees to indemnify, defend, and hold Xvoucher harmless from and against any and all costs, liabilities, losses and expenses, (including, but not limited to, reasonable attorneys' fees) (collectively "Losses") resulting from any claim, suit, action or proceeding (each an "Action") brought by any third party against Xvoucher alleging (i) the infringement or misappropriation of any intellectual property right, including but not limited to copyright, trade secret and trademark rights, relating to Customer's Information, or (ii) Customer Data. Customer's indemnification obligation hereunder shall be subject to (a) receiving prompt written notice of the existence of any Action; (b) being able to, at its option, control the defense of such Action; (c) permitting Xvoucher to participate in the defense of any Action; and (d) receiving full cooperation of Xvoucher in the defense thereof.

12. Notices

Any notice or communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of delivery if hand delivered or four (4) days after mailing if mailed by first class mail, registered or certified, postage prepaid, and addressed as follows:

To Xvoucher: Genuine Genius Technologies, LLC dba Xvoucher
431 Clifton Place, Suite 100
Minneapolis, MN 55403

With a copy to:

To Customer:

With a copy to:

13. General Provisions

a. Assignment. Customer shall not assign any of its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

b. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

d. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by e-mail. All notices shall be directed to the parties at the respective addresses or to such other address as either party may, from time to time, provide to the other party.

e. Law. This Agreement is made in and shall be governed by the laws of the State of Minnesota without reference to conflicts of laws.

f. Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Minnesota. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Minnesota. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Minnesota and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Minnesota.

g. Process. The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Minnesota.

h. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

i. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

j. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the reasonable control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

k. Survival. The terms and provisions of Sections 2, 3, 4, and 5 shall survive any termination or expiration of this Agreement.

l. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the use of this site supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Genuine Genius Technologies, LLC dba
Xvoucher

Customer

Client Name

Name

Title

Title

Address

Address

Date

Date

Signature

Signature

SUBSCRIPTION SCHEDULE

(Description of Xvoucher Services)

1. Xvoucher Service

- a. Description: Learning exchange SaaS platform for the purchasing, distribution and tracking of purchases for learning products and services. Services may also include financial management and global tax services.
- b. Commencement Date: Upon signing
- c. Initial Term: Month to Month
- d. Renewal Term: N/A

FEE SCHEDULE

1. Service Initialization Fees

- a. Base set up - **Waived**

1. Transaction Fees

- a. **AWS Product and Service pricing will be presented on the Xvoucher AWS reseller site. All pricing and applicable discounts will be presented on the invoice at order completion.**
- b. Xvoucher Learning Exchange Service: Available upon request
- c. Xvoucher Service - Customer specific vendors or system integration:

Available upon request

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