

**ISLAND JOE GROUP LLC
MASTER SERVICES AGREEMENT**

This Services Agreement, each Order, Island Group invoice terms, Scope of Services, specifications documents and other statements, schedules, exhibits and rules (collectively, "Agreement") shall govern all Services provided by and all transactions with Island Joe Group, the use and access of the Services and/or Island Joe Network by or on behalf of any Island Joe Group customer ("you" or "your"). This is a legal document. By ordering, accessing or using Services or the Island Joe Network, you authorize Island Joe Group to provide Services and agree to comply with this Agreement.

I. DEFINITIONS

In addition to those defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Authorized User" means anyone, whether individual or entity, authorized to use the Island Joe Group Network, including you and anyone to whom you have assigned and issued, permitted use of or otherwise disclosed your passwords and user IDs.

"Island Joe Group Network" means the Sites and technology through which the Services are accessed and includes, without limitation all functions, features and capabilities of the Services, all software, security features, hardware, remote-access electronic functionality and all upgrades, updates, revisions, versions, releases, modifications and derivatives thereof and thereto.

"Marks" means all third party or Island Joe Group's common law and registered trademarks, logos, trade names, trade dress, product and service marks, individually or combined with one another.

"Message Content" means all material (regardless of form) in an email or other electronic message prepared, transmitted or which an attempt to transmit is made through either the Island Joe Group Network or use of the Services by you or on your behalf.

"Order" means any document, including any Scope of Services or other specifications document, specifying the Services to be provided by Island Joe Group, applicable fees, payment, performance schedules and/or such other terms appropriate to each engagement requested by you and agreed to by Island Joe Group.

"Services" means any and all resources, skills and other activities performed or made available by Island Joe Group. Services include access to and use of the Island Joe Group Network.

"Sites" means the network of websites and web pages owned, operated, maintained and/or controlled by Island Joe Group, including without limitation www.islandjoegroup.com, and any associated, additional and/or successor websites accessible through these or other domain names/URLs.

"Term" means the initial term of this Agreement and/or as set forth on each Order and each renewal thereof.

II. SERVICES

Island Joe Group will use commercially reasonable efforts to provide, and to facilitate your access to and use of, the Services selected in Schedule 1, the Island Joe Group Order Form, in a professional manner in conformation with its published documentation during the Term. You may order additional Services at any time through subsequent Orders accepted by Island Joe Group. The schedule for performance of Services will be agreed upon by the parties subject to availability of Island Joe Group personnel.

III. CHANGE REQUESTS AND COOPERATION

3.1 Change Requests. Your request to change any Services must be in writing and is subject to Island Joe Group's written consent.

3.2 Cooperation. You are solely responsible for connection of your computers to the internet and agree that timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data, and suitably configured computer products (collectively "Cooperation") are essential to Island Joe Group's performance of Services. Island Joe Group is not liable for any delay or deficiency in performing Services resulting from your failure to provide full Cooperation.

IV. CHARGES, PAYMENT AND TAXES

4.1 Fees. You shall pay to Island Joe Group fees for all Services in the amounts and in the manner set forth in an Order and if not, as provided herein. Unless expressly specified to the contrary: (a) Services shall be provided on a time and materials ("T&M") basis, meaning you shall pay Island Joe Group for all the time spent performing such Services plus materials, taxes and expenses; and (b) rates shall be Island Joe Group's standard rates in effect for the location and at the time Services are provided. Any monetary limit provided by Island Joe Group shall be an estimate only for your budgeting and Island Joe Group's resource scheduling purposes.

4.2 Invoicing and Payment. Invoicing and payment shall be made in the manner set forth in each Order and if not as provided in this Agreement. Electronic invoices shall be sent to the email address set forth on the Order. You authorize your financial institution to make ACH payments or Island Joe Group to charge your credit card or invoice you: (a) immediately for all non-recurring fees, (b) in advance on the anniversary of each year of the Term or

the first of each calendar quarter or month as applicable for fixed periodic fees, and (c) in arrears for volume-based fees. Undisputed charges shall be paid within thirty (30) days from the date of invoice and shall be deemed overdue if unpaid thereafter. In addition to any remedy in this Agreement by law or in equity, undisputed amounts not paid when due shall accrue a late charge equal to the greater of: (a) \$50.00; or (b) 1.5% per month from the due date until fully paid. In addition to the late fee, you agree to pay the greater of \$50.00 or the actual fees incurred by Island Joe Group for returned checks and all costs of collection, including reasonable attorneys' fees, reasonably incurred by Island Joe Group. In the event checks are returned two or more times during a Term, Island Joe Group may, in its discretion, require that you prepay all fees.

4.3 Disputed Charges. Promptly when known but in any event within thirty (30) days of the invoice date, you shall notify Island Joe Group in writing of any amounts you reasonably believe are subject to good faith dispute, identifying the basis for the dispute and providing supporting documentation. All undisputed amounts shall be paid in full when due. In the event you do not dispute an invoice in writing on or before its due date, it shall be deemed approved. You and Island Joe Group agree to cooperate to investigate and resolve bonafide disputes within fifteen (15) days of Island Joe Group's receipt of the dispute notice. Upon resolution of the dispute, any amounts determined to be due to you shall be credited against amounts due for the next billing cycle. If the dispute is resolved in Island Joe's favor, you shall promptly pay to Island Joe Group all amounts due.

4.4 Expenses. You shall reimburse Island Joe Group for pre-approved reasonable travel, administrative, equipment and out-of-pocket expenses incurred by Island Joe Group in connection with any Services. Such expenses are not included in any monetary limits stated in the applicable Order unless expressly itemized.

4.5 Taxes. Fees do not include taxes or withholdings. If Island Joe Group is required to pay sales, use, property, excise, value-added, duties, tariffs or other taxes based on the licenses or Services, then such taxes shall be billed to and paid by you. This Section shall not apply to taxes based on Island Joe Group's income; provided, however, that any withholding or other tax imposed by any government other than the United States of America or any of its member states shall be paid by you, and the amounts due Island Joe Group shall be "grossed up" to account for such withholding or tax, so that the fees received by Island Joe Group hereunder will be net of any such withholding or tax.

4.6 Suspension of Service. If undisputed amounts are not paid when due or if you are in violation of any terms of the Agreement, in addition to any of its rights and remedies, Island Joe Group may suspend Services without liability to you until amounts due are paid in full. Island Joe Group may, in its discretion, charge you a reconnection fee in the event you wish to resume Services.

V. ACCESS TO AND USE OF THE SERVICES

5.1 Authorized Users/Passwords/User IDs. You are responsible for the safety and security of all user IDs, logins, passwords or other security features through which you or your Authorized Users may access the Services and for all actions taken through the Island Joe Group Network. You are responsible for issuing, preserving the confidentiality of and not sharing user ID's and passwords, administering, updating and ensuring that proper security measures are in effect with respect to all passwords, user IDs and other user authentication. You are also responsible for monitoring, supervising and terminating, when appropriate, the user IDs and passwords of your Authorized Users. You must notify Island Joe Group immediately when you need to terminate an individual's access. Any use of passwords, user IDs and other user authentication assigned to you constitutes your acts and Island Joe Group may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Island Joe Group Network and using Services through your passwords, login and/or user IDs or other security features. You are responsible for ensuring that each Authorized User is aware of and complies with all rules, terms and obligations of this Agreement. You are responsible for all actions taken, including all Orders placed and any fees or costs incurred through user IDs, logins, passwords and/or other security features, regardless of whether the act was taken by an Authorized User.

5.2 User Conduct. The Island Joe Group Network enables you to use the Services without assistance from Island Joe Group. All content transmitted by you, your Authorized Users, on your behalf or otherwise through use of user IDs or passwords, in emails or other communications shall be accurate, not misleading or disguise the origin or nature of the message, not contain unsubstantiated statements, identify themselves as commercial, if applicable, shall not be unsolicited and shall otherwise comply with the letter and spirit of the CAN-SPAM Act of 2003 and Island Joe Group rules, policies and terms.

5.3 Data Storage. Island Joe Group agrees to provide secure data storage for your data during the Term and for a period of thirty (30) days after termination of the Term. Thereafter, Island Joe Group shall have no obligation to maintain or provide any of your data nor shall it have any liability

for destruction of your data or any other material upon the expiration of the thirty (30) day period. Maximum disk storage space allocated for you is 10GB in the aggregate. Your use of excess data storage space may result in additional fees. Island Joe Group agrees to notify you when the average storage used reaches approximately ninety percent (90%) of the maximum, however any failure by Island Joe Group to notify you shall not relieve you of the responsibility to pay any additional storage charges that may apply. You may purchase additional storage at the then current rate.

VI. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and continue for the later of a period of twelve (12) months or the Term set forth on any outstanding Orders unless earlier terminated in accordance with this Article VI. The Term shall automatically renew for like Terms unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the then expiring Term.

6.2 Termination for Convenience. Either party may terminate this Agreement or any Order at any time by providing the other party with no less than thirty (30) days prior written notice. Your termination of this Agreement or an Order for convenience prior to the end of the Term is subject to early termination fees set forth in Section 6.3. Should Island Joe Group terminate this Agreement or a specific Order for convenience prior to its natural expiration, Island Joe Group agrees to refund to you all prepaid fees attributable to unused Services for the unexpired portion of the Term.

6.3 Early Termination Fees. In the event you terminate an Order prior to the end of the applicable Term, you agree to pay to Island Joe Group an early termination fee in the amount of the greater of the: (a) fee due to Island Joe Group for the remaining balance of the Term if termination occurs with more than six (6) months remaining in the Term; (b) fifty percent (50%) of the total fees due if termination occurs with less than six (6) months remaining in the Term; or (c) the amount you would have owed for the Term excluding any extended term, volume-based or other discounts.

6.4 Termination for Breach. A party may terminate an Order if the other party is in material breach and fails to correct the breach within thirty (30) days following written notice specifying the breach. Consent to extend the cure period for breaches other than nonpayment of fees shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day notice period and reasonably pursues cure of the breach in good faith.

6.5 Transition Services/Effect of Termination

In the event you ask that Island Joe Group perform Services assisting you in your transition to another service provider, including without limitation, transferring or migrating your digital assets, all such Services will be performed on a T&M basis. Termination of this Agreement and/or any Order shall not limit either party from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve you of your obligation to pay all fees that have accrued or are otherwise owed by you under any Order prior to such termination. The parties' rights and obligations under Sections I and IV through IX shall survive termination of the MSA and/or any Order.

VII. PROPRIETARY RIGHTS

7.1. Ownership. The Services, Island Joe Group Network, the collection, compilation, assembly and arrangement of any and all content located on or accessible through the Services and/or Island Joe Group Network, all patent rights, all rights in copyrights, trade secrets, trademarks, the Marks and other intellectual property rights in and to the Island Joe Group Network, Confidential Information and Services are owned solely and exclusively by Island Joe Group. Everything you see or read on the Sites and that which is provided to you through the Services, including the templates, expression, coordination, selection, arrangement, collection, compilation, assembly and arrangement of the Sites and content, is protected by all United States and international copyright and trademark laws, and may not be used except as provided in this Agreement without Island Joe Group's express written permission. You may not use or display the Marks in any manner without the prior written consent of the applicable owner. This includes use of the Sites' URL, domain names and addresses or Marks in page text, as key words, meta tags or any other "hidden text." Other product or service names, logos, graphics, page headers, button icons and scripts are trademarks or trade dress of Island Joe Group and may not be used in connection with any other product or Service in any manner, but especially not in a manner that is likely to cause confusion in the marketplace or in any matter that disparages or discredits Island Joe Group.

7.2 Island Joe Group's License to You: Island Joe Group grants you a limited, non-exclusive, non-transferable, revocable right and license to use the Services and Island Joe Group Network solely in connection with Island Joe Group's provision of the Services in the manner, for the purpose and as described in this Agreement, each applicable Order, the Services descriptions or documentation, and any additional terms and for no other purpose. Nothing in this Agreement gives you any rights, title or interest other than the limited right to access and use Services and/or the Island Joe Network for the Term as permitted herein.

7.3 Your License to Island Joe Group: You grant to Island Joe Group a non-exclusive, non-transferable, revocable right and license to use, and to permit its service providers and suppliers, to use your trademarks, service marks, trade names, trade dress, Authorized User Data, and Message Content created by

you as reasonably necessary to enable Island Joe Group to perform the Services and for no other purpose.

You represent and warrant to Island Joe Group that (a) you are solely and exclusively responsible for your goods, products and services, the content, use and transmission of your email messages and your use of the Services; (b) your use of any trademarks, service marks, trade names or other material does not violate or infringe anyone's common law or statutory copyright, trademark or other proprietary rights; (c) none of your data or other material provided to Island Joe Group will contain any malware, malicious code or other programming routine intended to adversely affect Island Joe Group Network, or that of any other Island Joe Group clients, service providers or suppliers; (d) you shall comply with all United States and international laws, statutes, regulations, rules, administrative and judicial orders as amended governing your use of the Services and privacy of recipients of your transmission.

VIII. DISCLAIMERS AND LIMITATIONS OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER ISLAND JOE GROUP NOR YOU MAKE AND ISLAND JOE GROUP AND YOU EXPRESSLY WAIVE ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY ARISING FROM COURSE OF DEALING, USAGE, TRADE OR PERFORMANCE, OR TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY RECIPIENT LISTS OR MESSAGE CONTENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT YOU ARE SOLELY RESPONSIBLE FOR YOUR GOODS AND SERVICES, ACCURACY, SECURITY AND MAINTENANCE OF YOUR DATA, RECIPIENT LISTS, MESSAGE CONTENT, USE OF YOUR MESSAGES AND YOUR ACTIVITIES IN CONNECTION WITH ISLAND JOE GROUP NETWORK. UNDER NO CIRCUMSTANCES IS OR WILL ISLAND JOE GROUP OR ITS AFFILIATES BE LIABLE IN ANY WAY FOR ANY COMMUNICATIONS, MESSAGE CONTENT, RECIPIENT LISTS, YOUR OR ANOTHER'S USE OF ISLAND JOE GROUP NETWORK OR SERVICES, ANY OF YOUR DATA OR OTHER CONTENT OR MATERIAL PROVIDED BY YOU, INCLUDING WITHOUT LIMITATION ANY ERRORS OR OMISSIONS IN ANY OF THE FOREGOING, OR FOR LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY OF THE FOREGOING THROUGH THE ISLAND JOE GROUP NETWORK OR SERVICES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ISLAND JOE GROUP SHALL NOT, IN ANY EVENT OR UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ISLAND JOE GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING OUT OF OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE THE SERVICES, ACCURACY OF THE INFORMATION, PRODUCTS AND MATERIALS SHOWN OR AVAILABLE FROM THE SITES OR ANY OTHER MATTER RELATING TO YOUR ACCESS TO OR USE OF THE ISLAND JOE GROUP NETWORK. IN ANY CASE, ISLAND JOE GROUP'S SOLE LIABILITY, AND THAT OF ITS LICENSORS, SUPPLIERS AND BUSINESS PARTNERS, IS LIMITED TO FEES RECEIVED FROM YOU UNDER THE APPLICABLE SERVICES ORDER DURING THE SIX (6) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN ISLAND JOE GROUP AND YOU. ISLAND JOE GROUP'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. YOUR LEGAL RIGHTS WITH RESPECT TO THESE DISCLAIMERS AND WAIVERS MAY VARY FROM JURISDICTION TO JURISDICTION. WITHOUT INTENDING TO LIMIT THE FOREGOING, YOU MUST BRING ANY CLAIMS YOU MAY HAVE AGAINST ISLAND JOE GROUP WITHIN SIX (6) MONTHS OF THE DATE THE CLAIM AROSE OR BE FOREVER BARRED. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

IX. GENERAL TERMS

9.1 Nondisclosure/Nonsolicitation. The parties may have access to or provide to each other information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to information clearly identified as confidential; provided, however, that your Data shall be your Confidential Information and Island Joe Group's Services, passwords, user IDs and other security/authentication methods or technology, all Marketing Data, and all business processes, proposals, pricing, Orders, designs, strategies and unreleased or otherwise non-public services or products shall be Island Joe Group's Confidential Information regardless of how it is disclosed, whether and if it is marked. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on disclosure; (d) or is independently developed by the recipient. The parties shall not be considered in breach of their confidentiality obligations if they disclose Confidential Information pursuant to court or other lawful order provided that the recipient of such order notifies the other party within a reasonable time period prior to required disclosure (if

permitted by the order) to enable the other party to seek protective or other orders restricting disclosure. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two (2) years thereafter.

Neither party shall, directly or indirectly, solicit, attempt to hire or hire any employee or contractor of the other party during the Term and for a period of twelve (12) months from and after the later of the expiration or termination of the last outstanding Order.

9.2 Relationship Between the Parties. Island Joe Group is an independent contractor and nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees as well as employment related taxes. Each party will maintain appropriate workers' compensation insurance for its employees as well as general liability insurance.

9.3 Governing Law/Jurisdiction. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Maryland without regard to conflicts of law principles. Any legal action or proceeding relating to this Agreement shall be instituted in the applicable state or federal court situated in the City of Baltimore, State of Maryland. You and Island Joe Group agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding; provided that either party may seek equitable relief in any court of competent jurisdiction. **ISLAND JOE GROUP AND YOU EACH HEREBY WAIVE THE RIGHT TO JURY TRIAL IN CONNECTION WITH ALL MATTERS ARISING OUT OF THIS AGREEMENT.** The prevailing party shall be subject to reimbursement of all damages, fees and costs incurred, including reasonable costs of attorneys and other professionals.

9.4 Notice. All notices required to be given hereunder, including notices of address change, shall be in writing and shall be deemed to have been given when delivered, prepaid, by a commercial overnight courier to the address delineated on the Order. To expedite order processing, you agree that Island Joe Group may treat documents faxed or emailed by you to Island Joe Group as original documents.

9.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

AGREED AND ACCEPTED

The undersigned represents and warrant that it has the authority to enter into this Agreement

For: _____

Signed: _____

Name: _____

Title: _____

Date: _____

For ISLAND JOE GROUP LLC

Signed: _____

Name: Aaron Valentino

Title: Managing Member

Date: _____

9.6 Waiver. The waiver by either party of any default or breach of the MSA shall not constitute a waiver of any other or subsequent default or breach.

9.7 Export Administration. You agree to comply with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither its goods, products or services nor and Customer Data or any direct product thereof are (a) exported directly or indirectly, in violation of Export Laws; or (b) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

9.8 Force Majeure. Island Joe Group's performance shall be excused and it shall have no liability for delays, failure in performance or damages due to fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of Customer Data, or other causes beyond Island Joe Group's control whether or not similar to the foregoing.

9.9 Publicity. Neither party shall refer to the other, or including existence and content of this Agreement, in any publicity releases, interviews, presentations, promotional or marketing materials, announcements or checklists without the other's prior written consent.

9.10 Entire Agreement/Counterparts. This Agreement constitutes the complete agreement between the parties, supersedes all prior or contemporaneous agreements for representations, written or oral, concerning the subject matter hereof and may not be modified or amended except in a writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. Preprinted legal terms in a purchase order shall not have any force or effect. This Agreement may be executed and delivered in counterparts and electronically, including by transmission of PDF (Portable Document Format) or comparable signature images. An electronically executed and/or delivered counterpart or copy of this Agreement shall be effective and admissible as an original for all purposes. You agree that by signing below, clicking "I Agree" to the electronic version of this Agreement, affixing an electronic or digital signature or other electronic assent, you are agreeing to be bound to the terms of this Agreement.