

Master Services Agreement

Master Services Agreement

This Master Services Agreement (“Agreement”), is made and entered into by the date of the first Order Form (as defined below) by and between SeeYouLink, Inc. (hereinafter, “Vendor”) with its principal address at 2360 Corporate Circle, Suite 400 Henderson, NV 89074-7739 and Customer with its principal address as specified on the Order Form.

Background

Vendor is in the business of providing software for the long term care industry. The parties desire that Vendor make such software available to Customer under the terms and conditions of this Agreement. Each order defined in an Order Form will be performed under these terms and conditions.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

As used in this Agreement and in any Order Forms, the following terms shall have the following meaning:

“**Agreement**” means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Vendor website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Vendor from time to time in its sole discretion.

“**Confidential Information**” means Vendor’s (i) business or technical information, including, without limitation, information relating to Vendor’s software, documentation, source code, object code, modifications to the foregoing, (ii) designs, costs, pricing, finances, marketing or product plans, business opportunities, customers, personnel, research, development, know-how, (iii) information designated “confidential” or “proprietary” or which, under the circumstances, should reasonably have been understood to be confidential, proprietary or trade secret information of the Vendor, and (iv) the terms and conditions of this Agreement.

“**Content**” means the audio and visual information, documents, software, products, and services contained or made available to Customer in the course of using the Service.

“**Corporate Customer**” means a customer who for a fee or some equivalent has accepted responsibility to provide care for an Elder, including but not limited to, nursing services, assisted living services, in-home care and support services, and custodial care, or the entity listed in the Master Services Agreement Sign-up Form as Corporate Customer that is providing Services to Users.

“**Covered Entity**” means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form.

“**Customer**” means a Corporate Customer.

“Customer Data” means any data, information, or material provided or submitted by Customer to the Service in the course of using the Service.

“Effective Date” means the earlier of either the date first set forth on the Order Form or the date Customer begins using the Service.

“Elder” means a resident, patient, or person who is residing at a Customer’s facility or who receives care from a Customer in any setting, or an individual who uses Services provided by Customer at home.

“Family Member” means a member of the Elder’s family, a friend or associate of the Elder, who is not working on behalf of Customer or another commercial or not-for-profit care provider organization, who is authorized to make decisions for the Service on behalf of the Elder.

“Individual Customer” means a person authorized by Vendor to use the Service, and who has not for a fee or some equivalent has accepted responsibility to provide care for an Elder, including but not limited to, nursing services, assisted living services, in-home care and support services, and custodial care.

“Initial Term” means the initial period during which Customer is obligated to pay for the Service equal to the billing frequency selected by Customer during the subscription process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter).

“Intellectual Property Rights” means any 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 Customer who are authorized to purchase licenses online using the Online Order Center, or by executing written Order Forms, or by requesting services from Vendor via phone or email with written confirmation back by email, and to create User accounts and otherwise administer Customer’s use of the Service.

“License Term(s)” means the period(s) during which a specified number of Users 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).

“Online Order Center” means Vendor’s online application that allows the License Administrator, among other things, to add additional Users to the Service.

“Vendor Technology” means all of Vendor’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Vendor in providing the Service.

“Service(s)” means the specific edition of Vendor’s SeeYouLink software, all derivatives thereof, web pages and applications, or other corporate services identified during the ordering process, developed, operated, and maintained by Vendor, accessible via <http://www.seeyoulink.com> or another

designated website or IP address, or ancillary online or offline products and services provided to Customer by Vendor, to which Customer is being granted access under this Agreement, including the Vendor Technology and the Content, all of which may be updated or changed by Vendor from time to time in its sole discretion.

“Territory” means the location or locations of use as described in the Master Service Agreement Sign-up Form.

“User(s)” means Customer employees, representatives, consultants, contractors, services providers authorized by Customer, agents, Elders, and Family Members who are authorized to use the Service and have been supplied user identifications and passwords or access to the Service, by Customer (or by Vendor at Customer’s request).

2. License Grant and Restrictions

a. License Grant

Vendor hereby grants Corporate Customer a nonexclusive, nontransferable right within Territory to: (i) Use the Service for Corporate Customer’s own internal business purposes, subject to the terms and conditions of this Agreement; (ii) Grant to Elders and Family Members the right to use the Service, subject to the terms and conditions of this Agreement (iii) Grant to service providers working on behalf of Corporate Customer the right to use Services for the purpose of supporting Elders and Family Members, subject to the terms and conditions of this Agreement. All rights not expressly granted to Corporate Customer are reserved by Vendor and its licensors. No other licenses, express or implied, are granted.

Vendor hereby grants Individual Customer the right to use the Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to Corporate Customer are reserved by Vendor and its licensors. No other licenses, express or implied, are granted.

b. Restrictions

- (1) Customer may not access the Service if Customer is a direct competitor of Vendor, except with Vendor’s prior written consent. In addition, Customer may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- (2) User licenses 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.
- (3) Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service, the Content or Confidential Information contrary to the terms and conditions of this Agreement; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet “links” to the Service or “frame” or “mirror” any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer, access the Service or use Confidential Information in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

- (4) Customer shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service or its related systems or networks or data which is not the Customer's own data; (vi) use the Service for medical or life saving applications; or (vii) use functions or features of the Services which are licensed separately and which the Customer has not ordered or paid for.
- (5) Corporate Customers may not purchase Services available only to Individual Customers.
- (6) If Corporate Customer is a Covered Entity, the Business Associates Agreement attached as Schedule B to this Agreement will be incorporated into and become part of this Agreement between the Covered Entity and Vendor. Use of the Service shall be deemed consent by Covered Entity to the Business Associates Agreement attached to this Agreement as Schedule B.
- (7) All the foregoing restrictions of Section (b)(1)-(6) have been relied upon by Vendor and shall survive the execution and termination of this Agreement.

3. Customer Responsibilities

Customer is responsible for all activity occurring under Customer's User accounts and shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with Customer's use of the Service, including the Health Insurance Portability Accountability Act (HIPAA) and pertinent state health privacy laws, data privacy, international communications, and the transmission of technical or personal data. Customer shall: (i) notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Vendor immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or Customer Users; (iii) not impersonate another Vendor user or provide false identity information to gain access to or use the Service; and (iv) notify Vendor as soon as reasonably possible that Customer has become a Covered Entity.

4. Account Information and Data

Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, and Vendor shall not be responsible or liable for any inaccuracy of Customer Data provided by Customer, or the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Vendor reserves the right to use, withhold, remove, and/or discard Customer Data without notice. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and Vendor shall have no obligation to maintain or forward any Customer Data

5. Intellectual Property Ownership

Vendor (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Vendor Technology, the Content, Confidential Information, the Service, any work product created by Vendor as a result of providing

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

6. *Third Party Interactions*

During use of the Service, Customer 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, is solely between Customer and the applicable third party. Vendor and its licensors shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between Customer and any such third party. Vendor does not endorse any sites on the Internet that are linked through the Service. Vendor provides these links to Customer only as a matter of convenience, and in no event shall Vendor or its licensors be responsible for any content, products, or other materials on or available from such sites. Vendor provides the Service to Customer pursuant to the terms and conditions of this Agreement. Customer recognizes, however, that certain third party providers of ancillary software, hardware, or services may require Customer's agreement to additional or different license or other terms prior to Customer's use of or access to such software, hardware or services.

7. *Charges and Payment of Fees*

Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect as specifically set forth in Schedule A. Payments must be made annually in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Center. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Customer is responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. Customer must provide Vendor with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee as specifically set forth in Schedule A; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. Vendor 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 Customer, which notice may be provided by email and such notice shall be deemed to replace then existing Schedule A to this Agreement. All pricing terms are confidential, and Customer agrees not to disclose them to any third party.

8. *Billing and Renewal*

Vendor charges and collects in advance for use of the Service. Vendor will automatically issue an invoice to Customer each year on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless Vendor has given Customer at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Vendor's fees are exclusive of all taxes, levies, or

duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only U.S. (federal or state) taxes based solely on Vendor's income.

Customer agrees to provide Vendor with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact and License Administrator. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer has provided is false or fraudulent, Vendor reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

If Customer believes its bill is incorrect, Customer must contact Vendor in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Nonpayment and Suspension

In addition to any other rights granted to Vendor herein, Vendor reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent. Delinquent invoices and accounts are subject to a one-time handling fee of \$150 plus interest of 1.0 percent per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for User licenses during any period of suspension. If Customer or Vendor initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with Section 8 above. Customer agrees that Vendor may bill Customer for such unpaid fees.

Vendor reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter request access to the Service. Customer agrees and acknowledges that Vendor has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 30 days or more past due.

10. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The Initial Term will be as Customer elects during the online subscription process or as otherwise mutually agreed upon in an Order Form, commencing on the date Customer agrees to pay for the Service by completing the online subscription form, or on the start date of the Order Form.

Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one year terms at Vendor's then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least thirty (30) days prior to the expiration of the term. 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. In the event this Agreement is terminated (other than by reason of Customer's breach), Vendor will make available to Customer a file of the Customer Data within 30 days of termination if Customer so requests at the time of termination. Customer agrees and acknowledges that Vendor has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use of the Vendor Technology or Service will be deemed a material breach of this Agreement. Vendor, in its sole discretion, may terminate Customer's password, account or use of the Service if Customer breaches or otherwise fail to comply with this Agreement. In addition, Vendor may terminate a free account at any time in its sole discretion. Customer agrees and acknowledges that Vendor has no obligation to retain the

Customer Data, and may delete such Customer Data, if Customer has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Vendor represents and warrants that it 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 Vendor help documentation under normal use and circumstances. Customer represents and warrants that Customer has not falsely identified Customer nor provided any false information to gain access to the Service and that Customer's billing information is correct.

13. Mutual Indemnification

Customer shall indemnify and hold Vendor, its licensors and each such party's 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 use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of Customer's representations and warranties; or (iii) a claim arising from the breach by Customer or Customer Users of this Agreement, provided in any such case that Vendor (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally release Vendor of all liability and such settlement does not affect Vendor's business or Service); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.

Vendor shall indemnify and hold Corporate Customer and Corporate Customer's 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 U.S. 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 Vendor of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Vendor; provided that Corporate Customer (a) promptly give written notice of the claim to Vendor; (b) give Vendor sole control of the defense and settlement of the claim (provided that Vendor may not settle or defend any claim unless it unconditionally releases Customer of all liability); (c) provide to Vendor all available information and assistance; and (d) have not compromised or settled such claim. Vendor shall have no indemnification obligation, and Customer shall indemnify Vendor pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer products, service, hardware or business process(s).

14. Disclaimer of Warranties

VENDOR 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. VENDOR 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 CUSTOMER'S REQUIREMENTS OR

EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S 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 CUSTOMER 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 VENDOR AND ITS LICENSORS.

15. Internet Delays

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

16. Limitation of Liability

IN NO EVENT SHALL VENDOR'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL VENDOR 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 LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE 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 VENDOR OR VENDOR'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to Customer.

18. Local Laws and Export Control

Vendor provides services and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agrees that the software and Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries which the United States, Switzerland, and/or the European Union 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, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply strictly with all U.S., Swiss, and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

The software and Service 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

Vendor and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer is 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 U.S., Swiss, or European Union (including European Union Member 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 U.S. government or appropriate European body for such purposes.

19. Notice

Vendor may give notice by means of a general notice on the Service, email to Customer address on record in Vendor's account information, or by written communication sent by first class mail or pre-paid post to Customer address on record in Vendor's account information. 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 (if sent by email). Customer may give notice to Vendor (such notice shall be deemed given when received by Vendor) at any time by any of the following: letter sent by confirmed facsimile to Vendor at the following fax number: (908) 561 - 7896; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Vendor at the following address: 2360 Corporate Circle, Suite 400 Henderson, NV 89074-7739.

20. Modification to Terms

Vendor 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. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

21. Assignment; Change in Control

This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned without Customer's consent by Vendor 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. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Vendor directly or indirectly owning or controlling 50 percent or more of Customer shall entitle Vendor to terminate this Agreement for cause immediately upon written notice.

22. Rights to Injunctive Relief.

Recognizing and acknowledging that any use or disclosure of the Vendor Technology, Content, and/or Confidential Information in a manner inconsistent with the provisions of this Agreement may

cause Vendor irreparable damage for which other remedies may be inadequate, Vendor may, in addition to all other rights and remedies it may have hereunder or under applicable law, petition for injunctive or other equitable relief from a court of competent jurisdiction as may be necessary and appropriate to prevent any unauthorized use or disclosure of any such information (without bond or requirement for proof of actual or likely damages) and that, in connection therewith, the Customer shall not oppose such injunction on the grounds that an adequate remedy is available at law.

23. *Covenant not to Solicit or Hire.*

Except with the Vendor’s prior written permission, Customer agrees that during the term of this Agreement and for two (2) years thereafter, it will, whether for their own account or for the account of any other person or other business entity interfere with the Vendor’s relationship with or endeavor to entice away from, solicit or deal with any person or other business entity who or which at any time during the term of this Agreement was an employee, contractor, consultant or agent of the Vendor.

24. *General*

This Agreement shall be governed by Nevada law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Clark County, Nevada.

No text or information set forth on any other purchase order, preprinted form, end-user license agreement, or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this agreement or use of the Service. The failure of Vendor to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Vendor in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between Customer and Vendor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement on the day and in the year as set forth below.

VENDOR:

BY: _____

By: Richard M. Brown

Title: President SeeYouLink, Inc.

Date _____

CUSTOMER:

By: _____

By: _____

Title: _____
Date _____