ATTENTION! ONCE YOU CLICK THE "I AGREE" BUTTON DISPLAYED HEREWITH, THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING EITHER UPON YOU PERSONALLY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR UPON THE COMPANY OR OTHER LEGAL ENTITY ON BEHALF OF WHICH YOU ARE ACTING (HEREINAFTER "YOU" OR "YOUR"). YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT GOVERNING THE BRITECORE REFERRAL PROGRAM BEFORE CLICKING "I AGREE."

BRITECORE REFERRAL AGREEMENT

This BriteCore Referral Agreement ("Agreement") is entered into as of the date on which You click the "I Agree" button displayed herewith, between You and Intuitive Web Solutions, LLC, a Missouri limited liability company, DBA BriteCore ("BriteCore"), with its headquarters located at 1522 S. Glenstone, PO Box 10667, Springfield, MO 65808 . Capitalized terms are defined throughout this Agreement and in Section 9. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AGREEMENT SUBJECT TO APPROVAL.**

The effectiveness of this Agreement is subject to BriteCore's approval in writing (via e-mail) of Your application for participation in the BriteCore Referral Program ("Approval"), and this Agreement shall commence on the date of the Approval ("Effective Date"). BriteCore may reject or decline to accept Your application for any or no reason at its sole discretion. BriteCore may conduct background checks and other screening measures of any sort in connection with Your application. If BriteCore approves Your application, You may refer sales leads within the Territory to BriteCore during the term and in accordance with all terms and conditions of this Agreement, to enable BriteCore to solicit orders for the BriteCore products and/or services ("Products").

2. LIMITATIONS ON ACTIVITIES.

2.1. Limitations on Activities. Your activities under this Referral Agreement shall be limited as follows:

2.1.1 You shall conduct all of Your business in Your own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all laws, and not perform any act which would or might reflect adversely upon the Products or the business, integrity or goodwill of BriteCore.

2.1.2 You shall not be, or purport to be, authorized to legally represent BriteCore or to conduct negotiations on behalf of BriteCore. You shall not make any representations or other statements about Products, prices or business practices, except that You shall forward to potential customers (i) unmodified marketing materials provided by BriteCore and (ii) references to BriteCore's standard conditions of sale, as published by BriteCore on its website or otherwise. You shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of BriteCore or register this Agreement under local registered agency law nor shall BriteCore be liable for any acts, omissions to act, contracts, commitments, promises or representations made by You.

2.1.3 You shall not use any trademarks, names or other identifiers owned or used by BriteCore ("Marks"), except that You may refer to BriteCore and the Products in conversations and written correspondence with potential customers in the same manner as BriteCore does in its own marketing materials and website. Any other use of Marks (e.g., on Your website) has to be pre-approved by BriteCore in writing.

2.1.4 You are an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create a principal-agent or employer-employee relationship; or (c) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

2.1.5 All financial and other obligations associated with Your business are solely your responsibility. As an independent contractor, the mode, manner and method used by You shall be under Your sole control (subject to the limitations set forth in this Agreement) and You shall be solely responsible for risks incurred in the operation of Your business and the benefits thereof. You shall bear all of Your own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by BriteCore.

2.2 No License. You acknowledge and agree that no license is granted under this Agreement to use or access any Products, any of BriteCore's proprietary technologies embodied therein, or any data,

information or other content provided thereby ("Confidential Information"). As between the parties, BriteCore retains all right, title and interest in and to the Products and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and You acknowledge that You neither own nor acquire any rights in or to the Products. You therefore, agree to hold Confidential Information in the strictest confidence, to use it only for the performance of this Agreement, to release it only to Your agents, employees or representatives requiring such information who are bound by confidentiality obligations at least as restrictive as those herein, and not to release or disclose it to any third party without the prior written consent of BriteCore.

2.3 Nonexclusive Referral Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the Parties. Each Party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, resale, referral, installation, implementation and use of similar services and products of third parties. Notwithstanding the foregoing, once You establish a Commissionable Lead (defined below) with BriteCore, You will not refer a direct competitor of BriteCore to such Commissionable Lead. You will not enter into an agreement with a third party the effect of which would prohibit your submission of a Proposed Lead (defined below) pursuant to this Agreement.

3. REFERRALS.

3.1 Submission of Leads. You shall identify each potential customer ("Proposed Lead") and relevant commercial conditions relating to such Proposed Lead in a BriteCore Lead Form ("BLF"), a standard form generated by BriteCore (and available online via a link provided to You by BriteCore), or via some other method at BriteCore's option. At BriteCore's request, You shall (a) supply any additional information reasonably requested by BriteCore, (b) discuss each completed BLF in detail with BriteCore, and (c) assist BriteCore in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead.

3.2 Acceptance of Leads. Within a reasonable period of time following Your submission of a BLF, BriteCore shall review the BLF to determine whether to accept the Proposed Lead as commissionable under Section 4.1 below, or reject the Proposed Lead pursuant to this Section 3.2 and will provide You with a written (including e-mail) notification of its acceptance or rejection of a Proposed Lead ("Referral Confirmation"). BriteCore will be under no obligation to accept any BLF submitted by You and may reject or decline to accept BLFs for any or no reason at its sole discretion, including, without limitation, because:

3.2.1 the Proposed Lead was an existing customer of BriteCore's at the time of submission of the BLF;

3.2.2 BriteCore was already involved in preliminary or advanced discussions relating to the sale of a subscription to the Proposed Lead at the time of submission of the BLF;

3.2.3 an BLF (or similar document) has previously been submitted to BriteCore by You or any third party with respect to the Proposed Lead;

3.2.4 the Proposed Lead (a) does not meet BriteCore's credit requirements, (b) is on a list of restricted or prohibited parties issued by the government of the United States or any other jurisdiction, or (c) is located in a country that is subject to a United States trade embargo or that is deemed a terrorist supporting country by the United States Government; or

3.2.5 the Proposed Lead is located outside the Territory, or is located in an area in which BriteCore has an exclusive arrangement for the sale of Products or which BriteCore is otherwise prohibited by agreement from accepting.

3.3 Pursuit of Leads by BriteCore. The method of contacting and following up with Proposed Leads will be determined in BriteCore's sole discretion; *provided, however*, that You shall actively support BriteCore in the sales process with Proposed Leads when requested by BriteCore. BriteCore shall have sole discretion to refuse to offer any Products to any third party (including, without limitation, Proposed Leads) without liability to You.

4. COMMISSIONS.

4.1 Commissionable Leads. A Proposed Lead qualifies as commissionable ("Commissionable Lead") only if:

4.1.1 You have submitted an BLF for the Proposed Lead in accordance with Section 3.1; and

4.1.2 BriteCore has accepted the Proposed Lead as a Commissionable Lead (*i.e.*, not rejected the Proposed Lead as set forth in Section 3.2, or otherwise).

4.2 Commissions and Payment. Subject to Your compliance with all terms and conditions of this Agreement, BriteCore will pay You commissions equal to ten percent (10%) of Lead Referral Revenue (defined below). Commission payments (less any applicable withholding taxes or other levies) will be due on the last day of the month following the quarter in which BriteCore receives payment of the Lead Referral Revenue.]

4.3 Modifications. BriteCore may modify the BLF submission process and the percentage amounts and conditions relating to commissions upon thirty (30) calendar days written notice. Such changes will only affect BLFs submitted after said thirty (30) day period.

4.4 Commissions After Termination. Except in the event of termination for breach by You, BriteCore will continue to pay You commissions for the duration of the applicable referral payment period in accordance with this Agreement on Lead Referral Revenue received following termination of the Agreement for Commissionable Leads accepted prior to such termination.

4.5 No Other Payments. Except as expressly provided in this Section, You are not entitled to any fees, reimbursements or other payments. You shall promptly refund to BriteCore any overpayments (*e.g.*, Referral Fees on Lead Referral Revenue that was reduced due to returns by the Commissionable Lead or otherwise).

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect until terminated.

5.2 Termination for Convenience. This Agreement may be terminated by either party for any or no reason upon written notice to the other party (or with such minimum advance notice as required by mandatory applicable law). Neither party shall have any expectation as to the minimum term of this Agreement.

5.3 Termination for Cause. Either party may terminate this Agreement, effective immediately, (a) in the event of a material breach by the other party, which the other party fails to cure within five (5) business days of receipt of a written request to cure from the other party, or (b) if the other party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute. If, at the time of Your acceptance of this Agreement or any time thereafter, BriteCore would be prohibited from doing business with You under United States export regulations and controls, this Agreement shall automatically be null and void.

5.4 Effect of Termination. Sections 2, 4.5, 4.6, 5.4, 6, 7, and 8 shall survive termination of this Agreement. Upon termination of this Agreement for any reason, You shall immediately cease the use of all BriteCore brochures, literature, documentation and other materials within Your control and shall return such materials to BriteCore within ten (10) business days. Except as provided in Section 4.5, You shall have no rights or claims against BriteCore in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, You hereby irrevocably waive any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law.

6. INDEMNIFICATION.

6.1 You shall defend, indemnify, and hold harmless BriteCore from and against any and all third party claims against BriteCore arising out of any act, default, representation, misrepresentation, or other statements made by You about BriteCore Products, prices or business practices, or any omission on Your part (including, without limitation, negligence and breach of this Agreement), or any of Your agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

7. LIMITATION OF LIABILITY.

7.1 TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BRITECORE WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS, OR ANY

INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL BRITECORE'S LIABILITY UNDER THIS AGREEMENT EXCEED FIVE THOUSAND DOLLARS ($5,000). THIS SECTION IS SEVERABLE AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. MISCELLANEOUS.

8.1. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of Delaware and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in New Castle county in Delaware in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

8.2 No Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the party against which such waiver is asserted.

8.3 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent possible to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

8.4 Notices.

8.4.1 Except as otherwise expressly provided herein or as set forth below in 8.4.2, all notices, approvals, consents and other communications required or permitted under this Agreement will be invalid unless made in writing and given (a) by BriteCore via mail, fax or e-mail (to the address or number You provide) or by way of a posting on BriteCore's Referral Program Website (available under "Partners" at www.britecore.com), or (b) by You via email to info@britecore.com.

8.4.2 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with BriteCore or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Intuitive Web Solutions, LLC, , 1522 S. Glenstone, PO Box 10667, Springfield, MO 65808, Attention: Chief Financial Officer.

8.5 Assignment. You may not assign, subcontract or delegate this Agreement or any of Your rights or obligations hereunder, in whole or in part, including without limitation by operation of law, without BriteCore's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. BriteCore may assign this Agreement and subcontract or delegate its obligations hereunder to any third party with or without Your consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

8.6 Compliance.

8.6.1 You represent and warrant that (a) You will conduct Your business activities in a legal and ethical manner; (b) You have submitted and will submit complete and truthful information in connection with your Application and all Commissionable Lead; (c) You will submit all filings and obtain any approvals that may be necessary for You to perform Your obligations under this Agreement, (d) You will commit no act that would reflect unfavorably on BriteCore; (e) You are not a party with whom BriteCore is prohibited from doing business under U.S. export regulations and controls; and (f) You will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with Your performance of this Agreement, including without limitation, privacy, anti-spam, advertising, copyright, trademark and other intellectual property laws.

8.6.2 You will comply with all export control and anti-boycott laws and regulations of the United States. In particular, without limitation, You will refrain from (a) referring Proposed Leads that could be suspected of engaging in re-exports that would be illegal under U.S. law, and (b) disclosing any technical information related to Products to prohibited persons or destinations in violation of United States law. You certify that neither Products nor any technical data related thereto nor the direct product thereof are intended (a) to be used for any purpose prohibited by the applicable export laws or regulations, including but not limited to

nuclear proliferation, or (b) to be shipped or exported, either directly or indirectly, to any country to which such shipment is prohibited by the applicable export laws or regulations.
8.6.3 You acknowledge that any sums paid to You under this Agreement are for Your own account and that, except as appropriate to carry out Your duties set forth herein in a legal manner, You did not, have no obligation to, and will not, directly or indirectly, give, offer, pay, promise to pay, or authorize the payment of money or any thing of value to any other person in connection with the performance of Your referral activities hereunder. In particular, without limitation, You agree not to take any actions that would cause You or BriteCore to violate the United States Foreign Corrupt Practices Act or any other anti-bribery law.
8.7 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
8.8 Entire Agreement and Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral, relating to its subject matter. Any amendments or renewals to this Agreement shall be invalid unless made in writing that is signed by duly authorized representatives of both parties. In the event of any additional or inconsistent terms contained in BLFs, Referral Confirmations or other communications, the terms and conditions in this Agreement shall prevail unless BriteCore specifically identifies the section(s) of this Agreement that BriteCore intends to override in a writing signed by BriteCore.

9. DEFINITIONS.
"Commissionable Period" means, in respect of a Commissionable Lead, a period of one (1) year from Your submission of the BLF for such Commissionable Lead.
"Commissionable Product(s)" means the products listed as Commissionable Products on the Referral Partner Program page of BriteCore's website, as updated from time to time in BriteCore's sole discretion, or as specified by BriteCore in writing.
"Lead Referral Revenue" means any payments actually received by BriteCore from a Commissionable Lead for the first year's software platform fees only under a subscription agreement or other ordering document between BriteCore and the Commissionable Lead entered into during the Commissionable Period for the Commissionable Lead's first order of a Commissionable Product, minus any taxes, subsequently credited charges, write-offs, refunds or charge backs. For the avoidance of doubt, Lead Referral Revenue does not include any amounts received for hosting, follow-up orders, additional sales, renewals, or for products or services that are not Commissionable Products at the time of the relevant Referral Confirmation, such as professional services, support services, training services or third party software products purchased by a Commissionable Lead, nor does it include amounts that are owed by the Commissionable Lead but have not actually been received by BriteCore.
"Territory" means the geographic area(s) in which Your Proposed Leads shall be located, and which shall be determined in BriteCore's sole discretion, whose description is as follows: Worldwide, excluding Japan, Cuba, Sudan, North Korea, Iran, Syria or any other country to which the United States has chosen to embargo goods, as such list of countries may be updated from time to time.

BY CLICKING "I AGREE" YOU ARE REPRESENTING THAT (1) YOU HAVE SUBMITTED TRUE AND COMPLETE INFORMATION IN CONNECTION WITH YOUR APPLICATION AND (2) YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF OR THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO ENTER INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU MUST CLICK "I DECLINE" AND YOU WILL NOT BE ELIGIBLE FOR PARTICIPATION IN THE BRITECORE REFERRAL PROGRAM.