AMDOSOFT PARTNER MASTER SERVICE AGREEMENT

YOU, THE PARTNER, AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS MASTER SERVICE AGREEMENT (the "Agreement").

This Agreement is by and between AmdoSoft Systems LTD, ("AmdoSoft"), and the recipient and payor of b4 Services or the recipient of a commission hereunder as identified as part of the subscription process for b4 Services (a "Partner" as further defined below). Each of AmdoSoft and Partner may be referred to as a "Party" and collectively as "Parties" under this Agreement.

BACKGROUND:

I. AmdoSoft distributes and provides b4 products and services to permit Resellers and its End Users to make use of b4 products (collectively the "b4 Services").

II. Partner desires, and AmdoSoft is willing to grant Partner the following rights in relation to the Reseller Program: a right to resell the b4 Services as white labeled applications to End Users in accordance with this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

Whenever used in this Agreement, the following capitalized terms shall have the respective meaning specified below:

(a) "Business Day" means any day on which banks are open in the jurisdiction(s) in which AmdoSoft and Partner have their head offices.

(b) "Claims" means any claim, demand, action, suit, cause of action, assessment or reassessment, charge, judgment, debt, liability, expense, cost, damage or loss, direct or indirect, contingent or otherwise, including loss of value, reasonable professional fees, including fees of legal counsel on a solicitor-and-client basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

(c) "Confidential Information" means all non-public technical information and business information, programming, software code, trade secrets, marketing strategies, software, documentation, customer data, financial information and any other information which in the circumstances of its disclosure could reasonably be viewed as confidential. Confidential Information shall not include information that:

- is or becomes a part of the public domain through no act or omission of the Receiving Party;

- was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;

- is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or

- is independently developed by the Receiving Party, provided that the foregoing shall not be deemed to permit use or disclosure of information in breach of applicable law. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by it or its employees or agents in violation of the terms of this Agreement or applicable law.

(d) "End User" means an individual or legal entity that obtains the b4 Services from the Partner or from AmdoSoft, under this Agreement.

(e) "End User Licence Agreements" or "EULAs" means the applicable licence agreements with AmdoSoft and Third Party Suppliers governing use of the b4 Services, which are provided by AmdoSoft, appear upon first use of each Product, or are otherwise made accessible by web link or otherwise to the End User.

(f) "Includes" and "including" mean "including (or includes) without limitation".

(g) "Intellectual Property Rights" means all rights protectable by copyright, trade-mark, patent, industrial design or trade secret and other intellectual property rights under any law including common law.

(h) "Partner" means a Reseller.

(i) "Person" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns that refer to a Person shall have a similarly extended meaning.

(j) "Products" means any software products of AmdoSoft or third party providers made available through the b4 Services.

(k) "Program" or "Programs" means the Reseller program which is designed to govern AmdoSoft's relationship with the "Reseller" means a Partner that has been granted and accepted an appointment as a non-exclusive reseller of the Software Solutions as white label applications to End Users and sub-resellers under AmdoSoft's Reseller Program.

(l) "AmdoSoft Marks" means all those certain registered and unregistered trade names, trade-marks, service marks and all related registrations and applications for registration, and any future trade names, trade-marks or service marks developed or to be developed by AmdoSoft.

(m) "b4 Services" has the meaning given to it in Section I above.

(n) "Third Party Suppliers" means third party suppliers of Products included in the b4 Services.

2. Grant

Subject to Partner's compliance with the terms and conditions of this Agreement, AmdoSoft will provide the b4 Services in accordance with the AmdoSoft Service Level Agreement referenced in Schedule A and hereby appoints Partner, and Partner hereby accepts such appointment(s), under the applicable Program, as a non-exclusive reseller

of the b4 Services as white labeled applications to End Users. The foregoing grant is subject to the following conditions:

- The b4 Services shall be made available only to End Users or sub-resellers who in turn make b4 Services available to End Users;

- The Reseller shall ensure that each End User enters into the applicable End User Licence Agreements with Reseller, Reseller's sub-reseller, AmdoSoft and Third Party Suppliers prior to the Reseller providing any access to the b4 Services and prior to any use of the b4 Services by the End User;

- The Reseller shall pay AmdoSoft the amounts set out in Schedule B for each End User that purchases the b4 Services; and

- Reseller or its sub-resellers will provide the b4 Services to End Users through a web portal or online marketplace with Reseller's branding or its sub-reseller's branding, provided that Reseller shall be wholly responsible for any trade-marks used for such branding including any claims of infringement of any third party's trade-marks. Reseller shall not alter, obscure or remove any branding or trade-marks of Third Party Suppliers of the Products.

3. Ownership

Partner and AmdoSoft agree that AmdoSoft and the Third Party Suppliers own all proprietary rights, including patent, copyright, trade secret, trade-mark and other proprietary rights, in and to the Products and the b4 Services. Nothing in this Agreement grants Partner any ownership right in the Products or the b4 Services.

4. Trade-mark Use

(a) Use and Ownership of Marks. Each Party recognizes AmdoSoft's, Third Party Suppliers' and Partner's ownership and title to their respective trade-marks, service marks and trade names whether or not registered (collectively, "Marks"). Partner may be provided a limited right to use Marks of Third Party Suppliers ("Supplier Marks") in connection with promotion and reselling of b4 Services and Products. Except for these limited rights, Partner may not use Supplier Marks in advertising, promotion, and publicity without written consent of AmdoSoft or the Third Party Suppliers, respectively.

(b) Marks Guidelines. Any consent to use Supplier Marks will be conditioned upon compliance with the most current guidelines for use of Supplier Marks provided by the owner of such Supplier Marks. Upon request by Partner, AmdoSoft shall provide or direct Partner to the use guidelines for the Supplier Marks. Any unauthorized modification to Supplier Marks is expressly prohibited.

(c) Domain Locations. Each of AmdoSoft and Partner shall maintain ownership and administration of the addresses on the World Wide Web ("Domain Locations") that have been registered on their behalf and neither Party, nor any affiliate thereof, may establish any Domain Locations on behalf of the other Party, or any of its affiliates, without that Party's consent.

5. Restrictions

Except as permitted in Sections 2 and 3, Partner shall not sell, license, publish, display, distribute, or otherwise transfer or make the b4 Services available to a third party. Partner shall not distribute or make the b4 Services available through another reseller except as a sub-reseller of Reseller. Partner shall not attempt to alter, translate, adapt or modify the b4 Services or the Products, in any manner whatsoever nor shall it disassemble, decompile or in any way reverse engineer the b4 Services or the Products.

6. Fees and Taxes

(a) In consideration for the rights granted by AmdoSoft under this Agreement, beginning on the Effective Date, Partner shall pay to AmdoSoft fees as set out in Schedule B.

(b) AmdoSoft will bill Reseller on a monthly basis according to the number of services allocated through their reseller control panel (whether provisioned or not) and which are active at month end. If a service is terminated for any reason during the course of a month, then the monthly invoice shall represent the value of the services rendered up to the time of termination expressed as a percent equal to the number of days elapsed between the beginning of the billing as a percent of the total number of days in that billing period.

(c) The amount payable for each End User using the b4 Services shall be payable within fourteen (14) days of the receipt of the date of AmdoSoft's monthly invoice, unless otherwise agreed.

(d) Except with respect to all sales, use, value added or other taxes, federal, state, provincial or otherwise, however designated, which are levied or imposed by reason of commissions payable under Section 6(b), which shall be AmdoSoft's responsibility, Partner shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

(f) Resellers may set the prices to End Users and sub-resellers for the b4 Services offered by Resellers.

7. Confidentiality

(a) A Party receiving Confidential Information (the "Receiving Party") shall maintain the confidentiality of all Confidential Information of the Party disclosing the Confidential Information (the "Disclosing Party") and shall not release, disclose, divulge, sell or distribute any Confidential Information, without the prior written consent of the Disclosing Party. The Receiving Party may only use and copy the Disclosing Party's Confidential Information as is necessary to carry out its activities contemplated by this Agreement and for no other purpose. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees on a "need to know basis", provided that it shall first instruct such employees to maintain the confidentiality thereof. Reseller may disclose Confidential Information to End Users to the extent necessary to carry out the intent of this Agreement, but such End Users shall have entered into an End User Licence Agreement. AmdoSoft may disclose Confidential Information to Third Party

Suppliers to the extent necessary for the provision of the Products provided by such Third Party Supplier and compliance with its agreements with such Third Party Suppliers.

(b) Disclosure of Confidential Information shall be permitted if such Confidential Information is required to be disclosed by law or by any rule, regulation or order of a person having jurisdiction or pursuant to a final order or judgment of a court of competent jurisdiction, and in such case the Parties will cooperate with one another to attempt, if possible, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded to such Confidential Information prior to disclosing such Confidential Information.

(c) The Parties acknowledge and agree that any breach of the terms of this Section 7 will cause irreparable harm and damage to the aggrieved Party. The Parties further agree that each Party shall be entitled to injunctive relief to prevent breaches of this Section 7, and to specifically enforce the terms and provisions of this Section 7, in addition to any other remedy to which such Party may be entitled, at law or in equity.

8. End User Data

Partner and AmdoSoft shall be responsible for and shall follow good industry practices for safeguarding, maintaining confidentiality of data of End Users and shall comply with all applicable data protection and privacy laws with respect to any data of End Users. Although Partner and AmdoSoft may have access to data of End Users using the b4 Services, the parties shall do so only to the extent necessary to carry out their responsibilities under this Agreement and for no other purpose. Nothing in this Agreement permits Partner or AmdoSoft and Partner and AmdoSoft shall not, disclose or distribute any data of End Users obtained through activities under this Agreement. For greater clarity AmdoSoft shall not use any data provided by Partner or its End Users for direct or indirect solicitation, marketing, sales or other promotions for itself, any affiliates or any third parties, unless agreed. Partner shall not use any data provided by AmdoSoft or its End Users for direct or indirect solicitation, marketing, sales or other promotions for itself, any affiliates or any third parties, unless agreed. Data provided by Partner to AmdoSoft and AmdoSoft to Partner shall be Confidential Information.

9. Support

(a) Reseller Program. Reseller shall be responsible for providing support to sub-resellers and End-Users. AmdoSoft shall and make available to Reseller its then current standard technical support, marketing support and other services related to the Software. All such services shall be made available in accordance with and shall be subject to AmdoSoft's then current standard terms and conditions applicable to the relevant service. AmdoSoft offers technical email and phone support from 8:00 AM – 5:00 PM, Monday to Friday (GMT) and on a 24/7 basis. Some support service offerings may require execution of an additional agreement and/or the payment of service fees.

(b) Each technical support request from the Reseller shall include the following information:

Partner Account name :

Title of the issue:

Date and time that the issue occurred:

Detailed description of the issue;

Error messages (if applicable):

Screenshots or any other visual element that could help solve the issue:

10. DISCLAIMER OF WARRANTIES

AMDOSOFT MAKES NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING THE SOFTWARE SERVICES, THE PRODUCTS OR THEIR USE, ACCURACY, FUNCTION OR OWNERSHIP AND SHALL NOT BE LIABLE IN ANY MANNER FOR ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND WHETHER EXPRESS OR IMPLIED OR COLLATERAL OR WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE SERVICES WILL BE ERROR FREE. PARTNER ACKNOWLEDGES THAT PORTIONS OF THE SOFTWARE SERVICES AND PRODUCTS ARE PROVIDED BY THIRD PARTY SUPPLIERS WHOSE PERFORMANCE IS NOT WARRANTED OR GUARANTEED BY AMDOSOFT.

PARTNER SHALL NOT BE AUTHORIZED TO MAKE ANY WARRANTY, GUARANTEE, REPRESENTATION OR CONDITION, WHETHER WRITTEN OR ORAL, ON BEHALF OF AMDOSOFT. PARTNER SHALL BE SOLELY RESPONSIBLE FOR ANY WARRANTIES FOR THE SOFTWARE SERVICES GIVEN BY PARTNER.

11. Indemnities

(a) AmdoSoft shall indemnify and hold harmless Partner, its employees, officers, directors and agents from and against any and all Claims brought by a third party arising out of or in connection with infringement or alleged infringement of the Intellectual Property Rights of such third party due to the sale of the b4 Services pursuant to this Agreement. If the b4 Services become or are likely to become the subject of an infringement claim or action, AmdoSoft may at its sole discretion:

(i) procure, at no cost to the Partner, where applicable, the right to continue distributing and delivering b4 Services;

(ii) replace or modify the b4 Services so that they become non-infringing; or

(iii) withdraw the b4 Services and terminate any End User Licence Agreement without further obligation.

(b) Except for matters subject to the indemnity referred to in Section 11(a), Partner shall indemnify and hold harmless AmdoSoft and the Third Party Suppliers from any Claims arising directly or indirectly from their resale of the b4 Services hereunder, including the use of the Marks.

12. No Consequential Damages; Limitation of Liability

In no event shall AmdoSoft be liable for any incidental, consequential, indirect, special, punitive or exemplary damages, or damages for loss of profits or revenues, business

information or other pecuniary loss, arising under or in connection with this agreement and even if advised of the possibility of such damages. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, contractual or extra-contractual liability, tort, including strict liability, breach of a fundamental term, fundamental breach, or otherwise. In no event shall AmdoSoft's liability under this Agreement exceed the amount paid, under this Agreement by Partner in the 12 month period immediately preceding the event giving rise to the Claim. Notwithstanding the foregoing, the foregoing disclaimer and limitation of liability shall not apply to the breach of the confidentiality obligations set out in Section 7 or AmdoSoft's obligations to indemnify pursuant to Section 11(a).

13. Term and Termination

(a) This Agreement shall be effective as of the Effective Date until it is terminated by one of the parties.

(b) Termination. Either or both of the Parties, as indicted below, shall have the right to terminate this Agreement and any rights granted hereunder, upon delivery of a written notice of intent to terminate this Agreement ("Notice of Intent to Terminate") on the occurrence the following events:

- Any time after the expiry of the first 9 months, 90 days after delivery of a Notice of Intent to Terminate.
- In the event a Party is in material default of its obligations under this Agreement (an "Event of Default"), which default remains uncured for 30 days (or 15 days, if the Event of Default is a failure by Reseller to make any payment to AmdoSoft when due under this Agreement), the other Party may at any time terminate this Agreement following delivery of a Notice of Intent to Terminate.
- In the event a Party (A) terminates or suspends its business, (B) becomes subject to any bankruptcy or insolvency proceeding under federal, state or provincial statute, (C) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (D) has wound up or liquidated, voluntarily or otherwise, the other Party may at any time terminate this Agreement following delivery of a Notice of Intent to Terminate.

(c) In the event a Third Party Supplier of one or more Products terminates the applicable supplier agreement, in whole or in part, AmdoSoft may terminate this Agreement in its entirety or in part, including termination of only those b4 Services provided under the terminated third party supplier agreement without any further obligation so long as AmdoSoft has used best efforts to maintain the Third Party Supplier relationships including payment for all required licenses to Third Party Supplier on time and as per Third Party Supplier agreements. Following termination of this Agreement pursuant to this Section 13(c) AmdoSoft may terminate End User Licence Agreements to the extent they are affected by termination of the third-party supplier agreement.

(d) The grants of rights under section 2 of this Agreement are reserved for Persons that are providing services to multiple End Users in a competitive market. This Agreement is not to be used by entities that are not at arm's length to End Users or that, whether directly or indirectly, control or are controlled by an End User, in order to gain advantageous pricing. Where AmdoSoft determines, in its sole discretion, that a Partner or potential Partner is not in compliance with this requirement, it shall be entitled to

refuse any application on behalf of a potential Partner and to terminate the Agreement upon 5 days' notice.

(e) Terms Following Termination. Upon termination of this Agreement or b4 Services, Partner shall promptly remove references to the b4 Services and any Marks or AmdoSoft branding from its web portal or marketplace. If AmdoSoft terminates this Agreement pursuant to Section 13(b), then, in addition to the foregoing:

- AmdoSoft shall have no obligations to Reseller, for payment or otherwise, with respect to any End Users to which Reseller has provided the b4 Services under this Agreement;
- Reseller acknowledge that AmdoSoft may continue to provide b4 Services to such End Users through an alternative connection in lieu of the Reseller's web portal or marketplace; and
- Reseller shall ensure continuity of service to such End Users. Reseller shall communicate with End Users.

(f) Other Relief. Any termination of this Agreement shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which the terminating Party may otherwise be entitled against the other Party.

14. Miscellaneous

(a) Media Releases. Except for any announcement intended solely for internal distribution by either Party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures, including promotional or marketing material, by either Party or its employees or agents which includes references to the other Party or the Marks of the other Party shall be coordinated with and approved in writing by the other Party prior to the release thereof.

(b) Independent Contractors. The Parties are independent contractors under this Agreement and nothing in this Agreement shall be construed to create any partnership, joint venture, employment or agency relationship whatsoever as between AmdoSoft and Partner. Neither Party shall, by reason of any provision herein contained, be deemed to be the partner, agent or legal representative of the other Party nor to have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other Party.

(c) Entire Agreement. This Agreement and the schedules attached hereto collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. This Agreement may only be amended, modified or supplemented by a written agreement signed by both of the Parties.

(d) Applicable Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the United Kingdom. The Parties intend and agree that the law of the United Kingdom shall apply despite any choice-of-law statute, rule, or precedent that would apply the law of any other jurisdiction. The Parties hereby attorn to the non-exclusive jurisdiction of the federal and provincial courts sitting London, United Kingdom.

(e) Non-Waiver. No waiver of any of the provisions of this Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. The failure of either Party to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the other Party shall not constitute a waiver of the terms and conditions of this Agreement with respect to that or any other or subsequent breach thereof nor a waiver by either Party of its rights at any time thereafter to require strict compliance with all terms and conditions hereof including the terms or conditions with respect to which the other Party has failed to exercise such right, power or option.

(f) Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of nature, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other Party or such other Party's employees, agents or contractors; provided, however, that lack of funds and a lack of reasonable disaster recovery plans and safeguards shall not be deemed to be a reason beyond a Party's reasonable control.

The Parties will promptly inform and consult with each other as to any of the above causes which in their judgement may or could be the cause of a delay in the performance of this Agreement.

(g) Successors and Assigns. A Party may not assign this Agreement without the prior written consent of the other Party, such consent not to be reasonably withheld.. This Agreement shall enure to the benefit of and be binding upon AmdoSoft and Partner and their respective legal successors and permitted assigns.

(h) Survival. All obligations of AmdoSoft and Partner which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination and until they are satisfied or by their nature expire.

(i) Notice. Any notice given under this Agreement shall be in writing and given by manually delivering it or sent by telecopy, fax, email or other similar means of communication, if to AmdoSoft addressed as follows:

AmdoSoft Systems LTD

13-17 High Beech Road, IG10 4BN, Loughton, Essex

Email : partners@amdosoft.co.uk

and if to Reseller, to its Reseller's email associated to its account in AmdoSoft's Control Panel. Any such notice, shall be effective upon receipt, unless received on a day which is not a Business Day in which event it shall be deemed to be received on the next Business Day. Either Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

(j) Cumulative Rights. The rights of each Party hereunder are cumulative and no exercise or enforcement by a Party of any right or remedy hereunder shall preclude the exercise or enforcement by such Party of any other right or remedy hereunder or which such Party is otherwise entitled by law to enforce.

(k) Additional Remedies. Reseller acknowledges that an act of Partner in violation of AmdoSoft's rights in the Software may cause irreparable damage to AmdoSoft, for which money damages may not be an adequate remedy. Accordingly, if Partner acts, fails to act, or attempts to act in violation of AmdoSoft's rights in the Software, then in addition to all AmdoSoft's other rights and remedies under this Agreement, AmdoSoft shall have the right to apply for interlocutory and permanent injunctive relief seeking to enjoin such action or failure to act.

(l) Further Assurances. The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

(m) Severability. If in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provision hereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other Parties or circumstances.

(n) Counterparts. This Agreement may be executed by the Parties in separate counterparts of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

(o) Export. The Parties acknowledges that the b4 Services and the Products may be subject to export and re-export restrictions under the United States and Canadian export control laws and thus may not be exported or re-exported except in compliance with such laws.

(p) Language. The Parties have requested that this Agreement, together with any schedule, notice or other related document, be drawn up in the English language only.

SCHEDULE A

Refer to the latest published AmdoSoft Service Level Agreement available at
http://www.amdosoft.co.uk/legal

SCHEDULE B

Refer to the latest published price sheet by AmdoSoft. Contact partners@amdosoft.co.uk for information.