

**NEXT GEAR SOLUTIONS, INC**  
**MASTER SUBSCRIPTION AGREEMENT**

This **MASTER SUBSCRIPTION AGREEMENT** (this “Agreement”) governs your acquisition and use of our services. By accepting this Agreement, by executing an order form that references this Agreement, you agree to the terms of this Agreement.

You may not access the services if you are our direct competitor, except with our prior written consent. In addition, you may not access the services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 18, 2017. It is effective between Licensee and Next Gear Solutions, Inc. as of the date of you accepting this Agreement, by executing an order form that references this Agreement.

AS A CONDITION TO YOUR LICENSE TO USE THE DASH AND/OR LUXOR SOFTWARE AS FURTHER DEFINED BELOW, YOU MUST AGREE TO THE FOLLOWING TERMS. YOUR SUBSEQUENT USE OF THE DASH AND/OR LUXOR SOFTWARE WILL BE SUBJECT TO ANY ADDITIONS OR MODIFICATIONS IN EFFECT ON THE DATE OF THAT USE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS BELOW, DO NOT USE THE DASH AND/OR LUXOR SOFTWARE. BY USING THE DASH AND/OR LUXOR SOFTWARE YOU ARE INDICATING YOUR AGREEMENT TO BE GOVERNED BY THIS AGREEMENT IN ITS ENTIRETY.

Software licenses granted for DASH AND/OR LUXOR through Order Forms dated prior to September 1<sup>st</sup>, 2015 include the access to and use of Developer’s DryTrack Software as it operates within DASH AND/OR LUXOR. Software licenses granted for DASH AND/OR LUXOR through Order Forms dated on or after September 1<sup>st</sup>, 2015 do not include the access to and/or use of Developer’s DryTrack Software and Licensees will be charged for the access to and/or use of Developer’s DryTrack Software in accordance to the terms of their signed Order Form. Software licenses granted for any other version of DASH AND/OR LUXOR do not include the access to and/or use of Developer’s DryTrack Software and Licensees will be charged for the access to and/or use of Developer’s DryTrack Software.

**WITNESSETH:**

**WHEREAS**, Next Gear Solutions, Inc. (“Next Gear”) owns and has developed certain computer DASH AND/OR LUXOR Software and Documentation (as defined below); and

**WHEREAS**, Next Gear desires to grant to the Licensee and the Licensee desires to obtain from Next Gear a non-exclusive and non-transferable license to use the DASH AND/OR LUXOR Software and the Documentation (as defined below) solely in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties contained herein, the parties agree as follows:

1. DEFINED TERMS:

- (a) “Anonymous Data” shall mean data from which Assignee, Assignor, and non-public client information has been removed, which was created or extracted using the DASH AND/OR LUXOR software.
- (b) “Assignee” shall mean the individual or entity that is designated as the recipient of the job or claim by Assignor.
- (c) “Assignor” shall mean the individual or entity that originally sends, by any means, a job or claim which is entered into the DASH AND/OR LUXOR Software.
- (d) “DASH AND/OR LUXOR Software” shall mean that certain software needed to operate those certain restoration management tools owned and developed by Next Gear, which such tools restore document management functions, general operations management functions, business contact management functions, human resource management functions and asset management operations and the use of the DASH AND/OR LUXOR secure website, as well as the software that controls the hardware and software security devices that are included in the DASH AND/OR LUXOR Software program.
- (b) “Designated Equipment and Supplies” means the hardware, supplies, specifications and other items needed to use the DASH AND/OR LUXOR Software system, and with which the DASH AND/OR LUXOR Software is licensed for use, as referenced in Exhibit “A”.
- (c) “Designated Locations” shall mean each location where the Licensee has an office.
- (d) “Documentation” means the manuals, user documentation and other materials pertaining to the DASH AND/OR LUXOR Software that are furnished to the Licensee by Next Gear, including on-line and hard copy documentation.
- (e) “Effective Date” shall mean the date on which Licensee’s Order Form was executed.
- (f) “Licensee” shall mean the company or other legal entity for which this Agreement is being accepted.
- (g) “Order Form” shall mean the documents for placing orders hereunder, including addenda thereto, which are entered into between Licensee and Next Gear. Order Forms shall be deemed incorporated herein by reference.

- (h) “Services” shall mean the products and services that are ordered by Licensee under an Order Form and made available by Next Gear online via customer login and/or other web pages and documentation designated by Next Gear.

2. GRANT OF RIGHTS AND ACCESS:

- (a) Grant of Rights. The term of this Master Subscription Agreement shall be for **the term outlined in the Order Form** unless terminated under the terms of Section 12 of this Agreement. The license granted for the DASH AND/OR LUXOR Software under this Agreement authorizes the Licensee, on a nonexclusive basis, to use the DASH AND/OR LUXOR Software at a specified Designated Location or Locations.
- (b) Access. Access is governed through a variety of security measures, including, but not limited to the following: Data Guard I-Key, Logon Name and personal identification number (PIN). Otherwise, access to DASH AND/OR LUXOR Software will be denied. Next Gear intends Licensee’s use of the Software pursuant to this Agreement to be in compliance with, 16 C.F.R. Part 314, commonly referred to as the Federal Trade Commission Safeguard Rules.
- (c) Early Voluntary Termination. Provision 2(a) notwithstanding, Licensee shall have the option to terminate the present agreement upon sixty days written notice to Next Gear, and payment of all fees due under the terms of Licensee’s Order Form. This option shall not be considered exercised unless Licensee submits written notice. Upon payment of a \$450 data return fee, Next Gear will return Licensee’s data on an external hard drive or similar appropriate medium. Upon expiration of the sixty day period, Licensee shall cease and desist all use of Next Gear software and documentation. Early termination does not entitle the Licensee to any refund of any amount, including of start up fees, licensing fees, support or training fees, or data storage fees.

3. HOSTING & DELIVERY:

- (a) Hosting by Next Gear. Licensee shall have access to the DASH and/or LUXOR Software via the Internet. Next Gear shall take any and all commercially reasonable steps in a reasonable timeframe in order to correct any server interruptions or problems on Next Gear’s server(s) which are “hosting” Licensee’s DASH AND/OR LUXOR Software.
- (b) Documentation. Next Gear shall provide online enrollment forms and instructions regarding how to setup and configure the Designated Equipment and Supplies. Help information is also available online through the DASH AND/OR LUXOR website address referred to above or by calling 1-866-769-7855.

4. MODIFICATIONS:

- (a) Error Corrections and Minor Updates. During the term of this Agreement, Next Gear will provide the Licensee with error corrections, bug fixes, patches and other minor updates to the DASH AND/OR LUXOR Software licensed hereunder **ONLY** to the extent available in accordance with Next Gear's release schedule.
- (b) Other Modifications. While the Licensee may, from time to time, request that Next Gear incorporate certain features, enhancements or modifications into the DASH AND/OR LUXOR Software, Next Gear shall not be obligated to do so. Next Gear may, in its sole discretion, undertake to incorporate such changes, and may then distribute the modified DASH AND/OR LUXOR Software to any or all of Next Gear's licensees. If Next Gear, at any time, communicates to Licensee the possibility of a future modification to the DASH AND/OR LUXOR Software, Next Gear is in no way obligated to incorporate such modification. Licensee is Licensing the DASH AND/OR LUXOR Software AS-IS at the time of the signing of this Agreement and it is at Next Gear's sole discretion to modify the DASH AND/OR LUXOR Software.
- (c) Title to Modifications. All such error corrections, bug fixes, patches or other modifications or amendments to the DASH AND/OR LUXOR Software or DASH AND/OR LUXOR shall be the sole property of Next Gear.

5. COPIES:

- (a) Printed Matter. Except as specifically set forth herein, no DASH AND/OR LUXOR Software or Documentation which is provided by Next Gear pursuant to this Agreement in human-readable form (such as written or printed documents) shall be copied in whole or in part by Licensee without Next Gear's prior written consent. Additional copies of printed materials may be obtained from Next Gear at such charges as may be in effect by Next Gear.
- (b) Machine Readable Matter. Except as specifically set forth herein, any DASH AND/OR LUXOR Software provided in machine readable form shall not be copied by the Licensee in whole or in part, except that the Licensee may obtain one (1) copy solely for its own use as a backup for archive purposes. The Licensee agrees to maintain appropriate records of the number and location of all copies of the DASH AND/OR LUXOR Software and make such records available upon Next Gear's request. The Licensee further agrees to reproduce all copyright and other proprietary notices on all copies of the DASH AND/OR LUXOR Software in the same form and manner that such copyright and other proprietary notices are originally included on the DASH AND/OR LUXOR Software.

6. DASH AND/OR LUXOR FEES:

- (a) Licensee shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services

purchased and not actual usage and (ii) payment obligations are non-cancelable and fees paid are non-refundable. All Fees are in USD.

7. TIMING:

- (a) Invoicing and Payment. With the exception of monthly service fees and annual renewal license fees, all fees included on an Order Form will be charged upon submission of such Order Form. Monthly service fees will be charged monthly, on the date specified on the Order Form. Annual Renewal License fees will be charged yearly, on the anniversary date of the Effective Date of this Agreement. Next Gear will send PAID invoices to Licensee by email after such charges have been made.
- (b) Authorization to Withdraw Fees. Licensee understands and authorizes Next Gear to withdraw the fees for all services on an Order Form using the means of payment Licensee supplies on the Order Form or by other means as provided by Licensee throughout the duration of this Agreement.

8. PROTECTION OF SOFTWARE AND DATA:

- (a) Proprietary Notices. The Licensee agrees to respect and not remove, obliterate or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark or legend appearing on any of the DASH AND/OR LUXOR Software or output generated by the DASH AND/OR LUXOR Software.
- (b) No Reverse Engineering. The Licensee agrees not to modify, reverse engineer, disassemble or decompile the DASH AND/OR LUXOR Software, DASH AND/OR LUXOR system or any portion thereof.
- (c) Ownership. The Licensee further acknowledges that all copies of the DASH AND/OR LUXOR Software and DASH AND/OR LUXOR in any form provided by Next Gear or made by the Licensee are and shall remain the sole property of Next Gear and/or its affiliates or subsidiaries. The Licensee shall not have any right, title or interest to any such DASH AND/OR LUXOR Software or copies thereof, except as provided for in this Agreement and shall further secure and protect all DASH AND/OR LUXOR Software and Documentation consistent with the maintenance of Next Gear's proprietary rights therein.
- (c) Data. Next Gear collects the Business Information necessary to enable Next Gear to respond to requests for its products and services and to send Licensee information regarding our products and services from time to time. For these purposes, "Business Information" shall mean any information that identifies or may identify a company or an individual contact at a company. In connection with certain of our web-based services we collect certain additional information, including IP address, browser, connection speed, domain, referring URL and other environment-related information to enable us to provide a secure environment for the use of the services and to

calculate aggregate statistical information about the customers using these services. Business Information collected by Next Gear as set forth above does not include Licensee's data entered in the course of operating Next Gear's products ("Product Data") or data provided by Licensee while using Next Gear's services ("Services Data"). Licensee agrees that Next Gear may access and use Licensee's Product Data or Services Data in the following limited circumstances: (1) to provide Licensee with technical support, (2) on a limited-access basis to install updates, produce regular backups, or restore data from backups, and (3) to utilize Aggregate Information derived from Product Data and Services Data to help Next Gear improve its products and services, in developing additional offerings, and for statistical purposes. Developer shall own all "Anonymous Data".

9. CONFIDENTIALITY AND COMPLIANCE WITH LAW:

- (a) Acknowledgement. The Licensee hereby acknowledges and agrees that the DASH AND/OR LUXOR Software and the Documentation constitute and contain valuable proprietary products, intellectual property and trade secrets of Next Gear and its suppliers, and embody substantially creative efforts and confidential information, ideas and expressions. Accordingly, the Licensee agrees to treat and require all of the Licensee's employees to treat the DASH AND/OR LUXOR Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.
- (b) Mutual Maintenance of Confidential Information. The Licensee and Next Gear hereby agree to keep confidential all confidential information disclosed by Next Gear or the Licensee (as applicable) in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to the use or disclosure of such confidential information as can be established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information. In addition, both parties hereto agree that they shall never sell, disclose or otherwise breach this mutual confidentiality provision contained in this Subsection 9(b) for profit or in an arrangement with any non-affiliated, third party or for any other reason whatsoever unless compelled to do so by a court of competent jurisdiction or a governmental regulatory authority exercising proper authority when requesting such confidential information.

(c) Compliance with Laws. Licensee agrees to comply with all applicable Federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this Agreement, including but not limited to the procurement of permits, licenses and certificates where required and payment of applicable taxes. Licensee further agrees to hold harmless and indemnify Next Gear and its subsidiaries and affiliates against any loss or damage (including reasonable attorney's fees) that may be sustained by reason of the failure of Licensee to comply with such laws, ordinances, regulations and codes provided that Next Gear:

1. Promptly notifies Licensee in writing of the claim; and
2. Cooperates with Licensee in, and grants Licensee sole authority to control the defense and any related settlement.

The forgoing notwithstanding, Licensee agrees to inform Next Gear of any legal developments that might affect Next Gears rights. Next Gear reserves the right, but not the obligation, to present its own defense in the event of a potential default by Licensee and to appear and be represented in any and all proceedings or negotiations that might affect Next Gear's rights.

(d) Survival. The Licensee's obligations under this Section 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

(e) Identity Theft. If any third party steals the identities of Licensee, Licensee's agents, or any of Licensee's customers, then Next Gear will take whatever steps are commercially reasonable under the circumstances to assist the Licensee or its customers in discovering who committed any such identity theft and assist in the prosecution of such thief to the extent commercially reasonable, but in no event shall Next Gear be held liable or responsible for any such identity theft nor shall Next Gear be required to indemnify Licensee or its customers for any damages or losses caused by such theft by an unaffiliated, third party.

#### 10. WARRANTIES AND SUPERIOR RIGHTS:

(a) LICENSEE'S SOLE REMEDY. IN THE EVENT THAT THE DASH AND/OR LUXOR SOFTWARE COMPLETELY FAILS AND NEXT GEAR DESIRES TO TERMINATE THIS AGREEMENT INSTEAD OF REPAIRING THE PROBLEM RELATED TO THE DASH AND/OR LUXOR SOFTWARE, NEXT GEAR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH REGARD TO OR IN CONNECTION WITH THE DASH AND/OR LUXOR SOFTWARE SHALL BE, AT NEXT GEAR'S OPTION, EITHER: (A) RETURN OF THE INITIAL LICENSE FEE PAID BY LICENSEE TO NEXT GEAR HEREUNDER (IF ANY SUCH FAILURE OCCURS DURING AN INITIAL YEAR OF THIS AGREEMENT) OR THE MOST RECENT, CURRENT RENEWAL LICENSEE FEE PAID BY LICENSEE (IF ANY SUCH FAILURE OCCURS DURING A YEAR OTHER THAN THE INITIAL YEAR OF THIS AGREEMENT), WHICH SUM SHALL NOT

INCLUDE ANY SERVICE FEES, MONTHLY MAINTENANCE AND SUPPORT FEES OR HOSTING AND DATA STORAGE FEES OR INITIAL OR RENEWAL LICENSE FEES PAID FOR ANY PREVIOUS YEAR BY LICENSEE; OR (B) REPAIR OR REPLACEMENT OF THE DASH AND/OR LUXOR SOFTWARE; PROVIDED NEXT GEAR RECEIVES REASONABLE, PRIOR WRITTEN NOTICE FROM LICENSEE OF SUCH FAILURE OF THE DASH AND/OR LUXOR SOFTWARE.

- (b) DISCLAIMER OF WARRANTIES. NEXT GEAR DOES NOT REPRESENT OR WARRANT THAT ERRORS IN THE DASH AND/OR LUXOR SOFTWARE OR DOCUMENTATION WILL NOT OCCUR; HOWEVER, NEXT GEAR'S SOLE OBLIGATION IN SUCH EVENT SHALL BE TO TAKE REASONABLE STEPS TO CORRECT SUCH ERRORS. THE LIMITED WARRANTY SET FORTH IN SECTION 10 (A) ABOVE IS THE SOLE AND EXCLUSIVE LIMITED WARRANTY OFFERED BY NEXT GEAR. THERE ARE NO OTHER WARRANTIES OF THE DASH AND/OR LUXOR SOFTWARE OR DOCUMENTATION OR OF NEXT GEAR'S SERVERS OF ANY KIND, EITHER EXPRESSED OR IMPLIED. NO AGENT OF NEXT GEAR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NEXT GEAR AS SET FORTH HEREIN.
- (c) LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH NEXT GEAR SHALL RECEIVE DOES NOT INCLUDE ANY SUM SUFFICIENT FOR NEXT GEAR TO ASSUME THE RISK OF ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MIGHT ARISE IN CONNECTION WITH LICENSEE'S USE OF THE DASH AND/OR LUXOR SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT NEXT GEAR SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY BUSINESS DOWN-TIME, INEFFICIENCIES, LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM THE TERMS OF THIS AGREEMENT, OR THE LICENSING OR USE OF THE DASH AND/OR LUXOR SOFTWARE OR DOCUMENTATION OR NEXT GEAR'S SERVERS. THUS, THE MAXIMUM LIABILITY OF NEXT GEAR TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY LICENSE, USE OR OTHER EMPLOYMENT OF ANY SOFTWARE BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL, MOST RECENT, ANNUAL LICENSE FEE PAID TO NEXT GEAR BY LICENSEE FOR THE DASH AND/OR LUXOR SOFTWARE, THE LICENSE OF THE DASH AND/OR LUXOR SOFTWARE OR THE USE OF NEXT GEAR'S SERVERS OR THE USE OR OTHER EMPLOYMENT OF SUCH DASH AND/OR LUXOR SOFTWARE THAT GIVES RISE TO THE LIABILITY. IN FACT, THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF NEXT GEAR ARISING OUT

OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 10 ARE WITH THE LICENSE OF THE DASH AND/OR LUXOR SOFTWARE AND DOCUMENTATION AND ANY SERVICES RENDERED HEREUNDER (INCLUDING NEXT GEAR'S HOSTING LICENSEE'S DATA AND THE DASH AND/OR LUXOR SOFTWARE ON ITS SERVER(S)), AND THAT WERE NEXT GEAR TO ASSUME ANY FURTHER LIABILITY, OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

IT IS THE SOLE RESPONSIBILITY OF LICENSEE TO ENSURE ALL DOCUMENTS ARE PROPERLY UPLOADED, SIGNED AND SAVED IN THE LICENSED SOFTWARE. NEXT GEAR SOLUTIONS, INC SHALL NOT BE HELD RESPONSIBLE FOR ANY DOCUMENTS THAT ARE NOT UPLOADED, SIGNED OR SAVED CORRECTLY.

11. INDEMNIFICATION.

The Licensee shall indemnify and hold Next Gear and its subsidiaries and affiliates harmless, together with Next Gear's officers, agents and employees, from and against any claims, demands, or causes of action whatsoever arising on account of Licensee's modifications or enhancement of the Software or otherwise, or caused by, arising out of or resulting from the use of the DASH and/or LUXOR Software by Licensee, its sub-licensees, if any, its subsidiaries or their officers, employees, agents or representatives. Furthermore, Licensee is responsible for data entered into the system by Licensee and Licensee's use of any customer portal. Any exposure of Personally Identifiable Information or misuse of 3<sup>rd</sup> party data is the responsibility of Licensee and Licensee shall indemnify Next Gear against any claims, demands, or causes of action arising from Licensee's exposure or misuse of data.

12. DEFAULT AND TERMINATION.

- (a) Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 9 (Confidentiality and Compliance with Laws) or makes an assignment in violation of Section 14 (Nonassignability); (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; (5) if such a petition is filed by any third party, or an application for a receivership is made by anyone and such petition or application is not resolved favorably within ninety (90) days; or if either party is in default of any related nondisclosure or confidentiality agreements. If Licensee fails to make

any payment as set forth in Section 6, Next Gear may suspend access to the software until such payments are made. Next Gear will maintain Licensees' data integrity and will return such data if a default is executed.

- (b) Effective Date of Termination. Termination due to a material breach of Section 2 (Grant of Rights and Access), Section 5 (Copies), Section 8 (Protection of Software), Section 9 (Confidentiality and Compliance with Law), or of any nondisclosure or confidentiality agreement shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after the notice of termination to the defaulting party if the defaults have not been cured within such (30) day period.
- (c) Obligations on Termination. Within ten (10) days after termination of this Agreement, the Licensee shall cease and desist all use of the Software and Documentation. In the event that Next Gear terminates this Agreement due to the Licensee's failure to pay the applicable fees called for in this Agreement, then Next Gear shall lock the Licensee out of the DASH AND/OR LUXOR Software and system. Upon payment of a \$450 data return fee, Next Gear will return Licensee's data on an external hard drive or similar appropriate medium.

13. NOTICES.

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

14. NONASSIGNABILITY:

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of Next Gear.

15. GOVERNING LAW; JURISDICTION AND VENUE:

The Parties hereto agree that any and all disputes arising out of the terms of this Agreement or their interpretation shall be subject to binding arbitration, held in Oxford, Mississippi under the American Arbitration Association Commercial Dispute Procedures, and governed by Mississippi law. The Parties hereby agree that the prevailing Party in any Arbitration shall be entitled to the costs of bringing such action and any appropriate injunctive relief to be enforced by any court of competent jurisdiction to enforce the arbitration award.

16. SEVERABILITY:

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. MISCELLANEOUS:

This Agreement contemplates the contemporaneous execution of a mutual nondisclosure agreement. Other than said mutual nondisclosure agreement, this Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

**EXHIBIT A**  
**TO**  
**MASTER SUBSCRIPTION AGREEMENT**

***SCHEDULE OF HARDWARE, SUPPLIES, SPECIFICATIONS AND OTHER ITEMS REQUIRED TO USE  
THE DASH AND/OR LUXOR SOFTWARE AND SYSTEM***

**EQUIPMENT & SUPPLIES:**

To assure uniformity in connection with data and its formatting, certain hardware, supplies, services, fees and other items are required.

{The following Hardware, Supplies, Specifications and Other Items are **REQUIRED** to Operate DASH AND/OR LUXOR Software system:

**{General System Specifications:**

- **Computer Terminal** – Any computer that supports internet connectivity and use of an internet browser such as Firefox. Next Gear only supports use of the DASH AND/OR LUXOR Software on operating systems currently supported by Microsoft or Apple.
- **Printers** – Any laser or inkjet printer can be used with the DASH AND/OR LUXOR Software.
- **Internet** – Internet access using Firefox 3.6 or higher is required to operate the program. To gain maximum efficiency it is recommended that the Licensee have internet speed of 5 mbs down and 2 mbs up in bandwidth or greater.