



CompanyCONNECT Usage Agreement

This Usage Agreement (this "Agreement") is made by and between you (as an individual or business entity, in either case, "you") and Brac Informatics Centre, Ltd. ("BIC"). The effective date of this Agreement is as of the date set forth on the signature page hereto (the "Effective Date") or upon commencement of your use of the Offerings. . In consideration of the mutual agreements and covenants contained in this Agreement, the adequacy and sufficiency of which are acknowledged by the parties to this Agreement, BIC and you agree as follows:

Section 1. Acceptance of Terms.

This Agreement and the attached Schedules A, B and C relate to BIC's CompanyCONNECT Service. As used in this Agreement, the term a) "CompanyCONNECT" means the CompanyCONNECT software and service developed and provided by BIC (as described on BIC's website that can be found at <http://www.secure.ky> (the "Website")), and any upgrades or new releases of CompanyCONNECT, and any related documentation for CompanyCONNECT whether in written or electronic form and b) "Offerings" means CompanyCONNECT provided by BIC as described on the Website. Use of the Offerings constitutes acceptance of all of the terms, conditions, and notices contained in the Agreement.

Section 2. User Fees and Payment.

(a) Fees and Manner of Payment.

1. You agree to pay to BIC the user fees (the "User Fees") for your use of Offerings in accordance with Schedule B.
2. BIC will generate quarterly invoices, which will be emailed to you. You agree to pay BIC the amount specified in each invoice no later than thirty (30) days after the date specified on the invoice.

(b) Late Payments.

1. You acknowledge and agree as follows: It is your responsibility to ensure that all payments due to BIC are made by the due date specified on the invoice. If BIC does not receive payment of the invoice by its due date then BIC may, in its sole discretion, immediately suspend your use of CompanyCONNECT. You further agree that BIC may, in its discretion, charge you interest on all overdue payments at the annual percentage rate of 12% compounded monthly from and including the due date to and including the date of payment.
2. If BIC suspends your use of the Offerings under this Section 2, and you subsequently pay BIC the amounts due and wish to continue to use the Offerings, you agree to pay BIC the Reconnection Fee equal to one month's service fee. In addition, you accept that after all amounts due have been received by BIC, it may take up to two business days for your service to be reactivated.

Section 3. Intellectual Property; Acceptable Use Policy.

"**Intellectual Property**" means all works of authorship, copyrights, trademarks, service marks, patents, computer programs (whether in object or source code), inventions, trade secrets, technology, formulas, ideas, designs, processes, techniques, know-how, and data, whether or not any of them are patentable, and other intellectual property or proprietary rights owned by a party. You hereby acknowledge that BIC owns all Intellectual Property Rights in CompanyCONNECT (including any customizations, configurations or improvements), and that nothing in this Agreement alters that ownership or grants you any rights in CompanyCONNECT. You have no ownership rights in CompanyCONNECT. Ownership of CompanyCONNECT and all associated Intellectual Property rights shall remain at all times with BIC. Without limiting the foregoing, you hereby acknowledge that this Agreement does not grant you any right to copy, transfer or create a derivative work of CompanyCONNECT, reverse engineer CompanyCONNECT so

as to learn its computer code or for any other reason, or permit any third party to use or copy CompanyCONNECT.

Further, this Agreement is subject to the terms of the Acceptable Use Policy as stated in Schedule C (the "AUP") and you agree to accept and comply with the terms of the AUP. If you are a business entity, you agree to use your best efforts to ensure that your employees and agents who use CompanyCONNECT (and who have not otherwise consented to the terms of the AUP) have read the AUP and will comply with its terms.

Section 4. Customer Data

BIC does not own, or have any rights or interest in intellectual property rights associated with, any data, information or material that you upload in connection with the use of the Offerings ("Customer Data"). You, not BIC, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and BIC shall not be responsible or liable for the deletion, correction, destruction, damage or loss of, or failure to store, any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), BIC will make available to you a file of the Customer Data within 14 days of termination if you so request at the time of termination. BIC reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and BIC shall have no obligation to maintain or forward any Customer Data.

Section 5. Indemnification.

You agree to indemnify, defend and hold BIC and its officers, directors, employees, representatives and agents harmless from and against any and all claims, damages, costs or expenses (including reasonable attorneys' fees) in connection with any and all third party suits, investigations, claims and demands arising out of or in connection with your use of the Offerings.

BIC shall indemnify, defend and hold you, your affiliates and your and their respective directors, officers and other employees, agents and representatives harmless from and against any and all claims, damages, costs or expenses (including reasonable attorneys' fees) in connection with any and all third party suits, investigations, claims and demands for infringement of a third party's intellectual property rights arising as a result of your use of the Offerings.

Section 6. Security.

Although information that you transmit over the Offerings may be password-protected and/or encrypted, BIC does not guarantee the security of any information transmitted or stored through the Offerings. BIC takes commercially reasonable measures to secure and protect information transmitted to and from the Offerings, however BIC cannot and does not guarantee that any such communications or any electronic commerce conducted on or through the Offering is or will be totally secure. You agree to assume the security risk for any information that you transmit or store through the Offerings and BIC specifically disclaims any liability arising in connection with any theft or other loss of your information transmitted or stored through the Offerings.

Section 7. Confidentiality.

You acknowledge that CompanyCONNECT contains proprietary trade secrets and information of BIC and you hereby agree to maintain the confidentiality of CompanyCONNECT using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You acknowledge that operation of the CompanyCONNECT Services relies on proprietary trade secrets and information of BIC and its partners and you hereby agree to maintain the confidentiality of these trade secrets and information using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information.

Section 8. Service Level Warranties.

The service level warranties provided by BIC for the Offerings are specified on Schedule A attached to this Agreement. Except for the service levels specified on Schedule A, BIC does not warrant that the functions contained in or performance of the Offerings will meet any requirements that you may have, and BIC disclaims all other warranties of any kind, either expressed or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

Section 9. No Liability for Unauthorized Use.

You are solely responsible for ensuring that each password or encryption key for CompanyCONNECT is utilized only by you or, if applicable, by your authorized employees and agents. BIC shall have no liability for any loss, claim, damages or other liability that may arise from the unauthorized use of a password or an encryption key. If a password or an encryption key is lost or stolen it is your responsibility to notify BIC of such loss or theft so that the password or encryption key can be deactivated and a new one assigned. If any of your employees or agents shall no longer be authorized to use a password or an encryption key it shall be your responsibility to notify BIC. BIC will use commercially reasonable efforts to effect password deactivation requests as soon as practicable after their receipt in writing from you or your representative. Notices should be sent in accordance with Section 12 of this Agreement.

Section 10. Limitation of Liability.

Except for the service level warranties specified in Schedule A, in no event will BIC be liable to you or any third party for: (a) any direct, incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information) arising out of your use of or your inability to use the Offerings or for any claim by any other person or party, including claims relating to the infringement of intellectual property rights, even if BIC has been advised of the possibility of such damages; or (b) any loss or damages arising from the unauthorized use of the Offerings even if BIC is advised of such unauthorized use in accordance with Section 9 of this Agreement. The foregoing limitation applies to the acts, omissions, negligence and gross negligence of BIC, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to a cause of action against BIC and such persons in contract, tort or any other legal doctrine.

Section 11. Term and Termination; Survival of Provisions.

This Agreement is effective as of the Effective Date and shall remain in effect for twenty-four (24) months from the Effective Date unless it is terminated earlier in accordance with this Section 11. After the conclusion of the twenty-four (24) month Term, the Agreement will automatically renew and remain in effect for consecutive one (1) year renewal terms ("Renewal Term"). Upon written notice to the other party, not less than sixty (60) days prior to the conclusion any such Renewal Term, either party may terminate the Offerings associated with this Agreement.

BIC may (a) immediately suspend all or any part of the Offerings, and/or (b) terminate this Agreement: (i) for Cause including nonpayment of User Fees in accordance with Section 2 of this Agreement; (ii) upon written notice if you become or are declared Insolvent; or (iii) for any violation of the AUP. You may terminate: (a) this Agreement for Cause; or (b) this Agreement upon written notice if BIC becomes or is declared Insolvent. If you terminate this Agreement for Cause prior to the conclusion of the Term, then you shall remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, this Agreement is terminated either: (a) by you for any reason other than Cause, or (b) by BIC pursuant to this Section, then you shall pay for all accrued and unpaid charges for use of the Offerings provided through the effective date of such termination plus Cancellation Charge equal to fifty percent (50%) of the monthly user fees (MRC) multiplied by the number of months remaining in the Term or Renewal Term, as the case may be. You agree to pay BIC any amounts due under this Agreement within 14 calendar days of the date that this Agreement is terminated. You further agree that any amounts due following such 14 day period will be subject to interest at the annual percentage rate of 12% compounded monthly from and including the due date to and including the date of payment.

Sections 2 through 11, and 14 of this Agreement shall survive the termination of this Agreement.

Section 12. Notices.

Any and all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given when personally delivered by hand, or three business days after being deposited in the mail, postage prepaid, if mailed or one business day after being sent by Federal Express or other similar overnight courier addressed as follows:

If to BIC:

Brac Informatics Centre, Ltd.
13 Stake Bay Road
Cayman Brac KY2-2101
Cayman Islands

If to you, to the address that you have provided BIC in Schedule B.

Each party shall promptly notify the other parties of any change in its address by notice given as provided in this Section 12.

Section 13. Modifications.

BIC may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. BIC also reserves the right to modify the Offerings at any time. You may at BIC's discretion be required to accept such modifications to the Offerings or this Agreement prior to your continued use of the Offerings, but you shall be given the opportunity to terminate your use of the Offerings with no penalty should such acceptance of the modifications to the Offerings be unacceptable to you.

Section 14. Dispute Resolution.

Any dispute arising out of, or relating to, this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with Cayman Island Arbitration Laws. Either party may initiate arbitration by providing written demand for arbitration, a copy of this Agreement and an administrative fee if required by the arbitrator. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees required to commence the arbitration or file any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including reasonable attorneys' fees). Neither party will bring any action more than 12 months after the cause of action first arises.

Schedule A

Service Level Agreement

Section A. Purpose and Scope.

The purpose of this Schedule A is to define the service level that BIC will provide to you in connection with your use of the Offerings.

Section B. Service Availability.

The Offerings will be available 99.99% of the time, except for scheduled downtime (Scheduled Downtime). The Scheduled Downtime will consist of up to eight hours per month. Scheduled Downtime will be scheduled between the hours of Sunday at 3:00 AM CIEST to Sunday at 8:00 AM CIEST. Customers will be notified at least 24 hours prior to the scheduled maintenance through the Website. If unplanned, emergency maintenance is required, customers will be notified via email of the maintenance action and timeframe needed to complete the work. The Offerings will be considered available if any user can access the required resources from any computer outside the data centers; availability does not account for interruptions due to problems with the Internet or problems with any end-users' computer or network equipment.

Section C. Backup Services.

BIC will, on a daily basis, make a complete save (a "Backup") of all data files stored on the Offerings. If you lose a file subsequent to the most recent Backup, the file will not have been backed up and may not be restored by BIC.

Section D. Restore Services.

If you lose a file and wish that it be restored from a Backup (a "Restore"), you may request a Restore by calling BIC technical support at 1-345-948-2722 or by logging a Restore Request via the BIC web support centre. Only BIC service managers may approve a Restore request. Charges for restores are on a per event basis in accordance with the User Fees in Schedule B. BIC will complete a Restore within 24 hours for any file that has been backed up within 2 weeks of the date of the Restore request. BIC will put the restored file temporarily in the BIC Restore Vault and send a link to the user so they may pick it up and transfer it to their vault.

Section E. Customer Support.

BIC will provide customer support during our standard working hours of 7:00 AM CI EST to 6:00 PM CI EST. Customer support is available by phone, E-mail and through the Website. Customer support requests will be acknowledged within 3 hours of receipt if received prior to 3:00 PM and by 10:00 AM the following business day if received after 3:00 PM.

Section F. Security.

CompanyCONNECT uses 128-bit encryption technology on all files transmitted using CompanyCONNECT. CompanyCONNECT requires SSL on all clients and servers. CompanyCONNECT allows you to set up personalized password protection.

Section G. Service Level Warranties and Service Credit.

In the event that, as a direct result of BIC's actions or inaction, the availability of CompanyCONNECT does not meet the service level requirements specified in this Schedule A, as the sole and exclusive remedy hereunder, you shall receive a service credit based on your User Fees equal to the amount of time that CompanyCONNECT was unavailable for use. A CompanyCONNECT service manager shall determine the

amount of the service credit. You may request a service credit by calling CompanyCONNECT technical support at 1-345-948-2722. BIC shall have no liability and shall not be required to grant a service credit for any failure to provide CompanyCONNECT: (i) during Scheduled Downtime; (ii) resulting from an event that causes BIC to be unable to fulfill its obligations to you because of flood, extreme weather, fire or other natural calamity, acts of governmental agencies, war, riot, civil unrest, work stoppages or strikes, or similar causes beyond the control of BIC; (iii) caused, directly or indirectly, by the acts or omissions of your representatives or by unauthorized users of your equipment; or (iv) caused, directly or indirectly, by the internet service provider.

Schedule B

CompanyCONNECT Order Form

Company information (Please use the full legal name of your company)

Full Legal Name	
Street Address	
City	
Zip	
Country	

Contact	
Title	
Phone	
Fax	
Email	

Billing Address (if other than above)

Street Address or P.O. Box	
City	
Zip	
Country	

Contact	
Title	
Phone	
Fax	
Email	

CompanyCONNECT Services

Description		Set-up Fee	Unit & Event Fee	Extended NRC	Extended Monthly Fee (MRC)

Company Authorized Representative information

Primary Technical Contact	
Title	
Phone	
Wireless	
Fax	
Email	

Primary VC Administrator	
Title	
Phone	
Wireless	
Fax	
Email	
Alternate VC Administrator	
Title	
Phone	
Wireless	
Fax	
Email	

Schedule C

Acceptable Use Policy

BIC has created an Acceptable Use Policy ("AUP") in order to encourage the responsible use of BIC's networks, systems, services, web sites and products (collectively, "BIC Services") by our customers and other users of the BIC Services (collectively, "Users"), and to enable BIC to provide Users with secure, reliable and productive services. By using the BIC Services, Users consent to be bound by the terms of the AUP. BIC reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of BIC Services after such modification shall constitute acceptance of such modification.

Suspension; Termination. Any User which BIC determines to have violated any element of this AUP may be subject to a suspension or termination of service, and if BIC deems necessary, immediate suspension or termination of such User's service without notice. BIC may take such further action as BIC determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and BIC shall not be liable for any damages of any nature suffered by any Customer, User or any third party resulting in whole or in part from BIC's exercise of its rights under this AUP.

Prohibited Conduct.

In General. The BIC Services must be used in a manner that is consistent with the intended purpose of the BIC Services and may be used only for lawful purposes. Users shall not use the BIC Services in order to transmit, distribute or store material: (a) in violation with any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the BIC Services or other BIC customers; or (c) that may expose BIC to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this AUP or another provider AUP, including but not limited to transmitting, distributing or otherwise making available any product or service that violates this AUP or another provider's AUP.

Inappropriate Content. Users shall not use the BIC Services to transmit, distribute or store material that is inappropriate, as reasonably determined by BIC, or material that is obscene, defamatory, libelous, threatening, abusive, hateful, or excessively violent.

Intellectual Property. Material accessible through the BIC Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets, or other proprietary information. Users shall not use the BIC Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any BIC Services, you must not use that domain name in violation of the trademark, service mark or other rights of any third party.

Harmful Content. Users shall not use the BIC Services to transmit, distribute or store material that may be harmful to or interfere with the BIC Services or any third party's networks, systems, services or web sites. Such prohibited harmful content includes but is not limited to worms, viruses, or Trojan horses.

Fraudulent/Misleading Content. Users shall not use the BIC Services to transmit unsolicited e-mail or text messages, including, without limitation, unsolicited bulk email or text messaging, where such emails or text messages could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam or to promote a site hosted on or connected to the BIC Services. In addition, Users shall not use the BIC Services in order to (a) send email or text messages which are excessive and/or intended to harass or annoy others, (b) continue to send email or text messages to a recipient that has indicated that he/she does not wish to receive them, (c) send email with forged TCP/IP header information, (d) send malicious email or text messages, including, without limitation, "mailbombing," (e) send or receive email or text messages in a manner that violates the use policies of any other internet service provider, or (f) use an email box exclusively as a storage space for data.

Third Party Rules; Usenet. Users may have access through the BIC Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

Inappropriate Actions. Users shall not use the BIC Services to conduct activities that may be harmful to or interfere with the BIC Services or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the BIC Services or the computers, accounts, or networks of another party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. BIC will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

Responsibility for Content. BIC takes no responsibility for any material created or accessible on or through the BIC Service. BIC does not monitor or exercise any editorial control over such material. In the event that BIC becomes aware that any such material may violate this AUP and/or expose BIC to civil or criminal liability, BIC reserves the right to block access to such material and suspend or terminate any User creating, storing, or disseminating such material. BIC further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that BIC deems responsible for the wrongdoing.