

EXPENSEWATCH, INC.

SUBSCRIPTION TERMS AND CONDITIONS

The following terms and conditions (the "Terms and Conditions") govern the use of the on demand offering (the "Service") developed, operated and maintained by ExpenseWatch, Inc. ("ExpenseWatch.com"). Any use of the Service by an individual or entity (each, a "Customer") is subject to the terms and conditions contained herein.

1. Definitions.

"*Confidential Information*" means information of either party that is either clearly identified in writing at the time of disclosure as confidential or, given the nature of the information, is reasonably deemed to be confidential;

"*Customer Data*" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service;

"*Intellectual Property Rights*" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"*Order Form*" means the binding purchase commitment of a specified type and quantity of licenses to the Service by Customer;

"*Term*" means the period during which a specified number of Users are licensed to use, and are obligated to pay for, the Service pursuant to the applicable Order Form;

"*User(s)*" means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied unique user identifications and passwords by Customer. User identifications and passwords may not be used or shared by more than one User, but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment.

2. License Grant & Restrictions. Subject to payment of applicable fees and the terms and conditions contained herein, ExpenseWatch.com hereby grants Customer, a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's own internal business purposes during the Term. The Terms and Conditions do not represent a sale and do not convey to Customer any rights of ownership in the Service owned by ExpenseWatch.com.

Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to, "frame" or "mirror" the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

Customer shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized

access to the Service or its related systems or networks. All rights not expressly granted to Customer are reserved by ExpenseWatch.com and its licensors.

3. Customer Data and Security. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Customer Data. Customer agrees that it is its obligation to inform third parties of the use, processing and/or transfer of Customer Data and to ensure that such third parties give their consent to such use, processing, and transfer as required by all applicable data protection legislation. Customer is responsible for all activity occurring under Customer's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Each party shall: (i) notify the other immediately of any unauthorized use of any password or account or any other known or suspected breach of security and (ii) report to the other immediately and use reasonable efforts to stop immediately any copying or distribution of the Service that is known or suspected by either party or their Users. ExpenseWatch.com's privacy and security policies may be viewed at <http://www.ExpenseWatch.com>.

4. Intellectual Property Ownership. ExpenseWatch.com, and its licensors, where applicable, own all right, title and interest, including all related Intellectual Property Rights, in and to the Service. Any suggestions, ideas, enhancement requests, feedback or recommendations provided by Customer or any other party relating to the Service shall be the exclusive property of ExpenseWatch.com. The ExpenseWatch.com name, the ExpenseWatch.com logo, and the product names associated with the Service are trademarks of ExpenseWatch.com or third parties, and no right or license is granted to use them.

5. Confidential Information. Each party may have access to the other party's Confidential Information. Confidential Information of ExpenseWatch.com shall include, without limitation, the software programs that comprise the Service and all documentation (online or otherwise) associated therewith. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without reference to the first party's Confidential Information. The parties agree to use commercially reasonable efforts to prevent disclosure of the other party's Confidential Information to any third party, including, at a minimum, employing those measures it takes to protect its own Confidential Information of a similar nature. Notwithstanding the foregoing, Customer agrees that ExpenseWatch.com may disclose Customer's Confidential Information to its third party providers to the extent necessary to provide products and services under this Agreement, provided that such disclosure is subject to a non-disclosure agreement with terms materially consistent with those contained herein.

6. Fees and Payment. Customer is responsible for paying all fees for the Service as set forth on an applicable Order Form. All fees are irrevocable and nonrefundable. Customer may purchase additional licenses to the Service by executing an additional Order Form. Any such additional license purchase shall be coterminous with the existing Term. Customer agrees that its subscription to the Service shall automatically renew for an additional Term unless Customer provides notice to ExpenseWatch.com of its intent not to so renew at least sixty (60) days prior to the end of the existing Term. Payment of all fees for the Service shall be due upon execution of the Order Form.

ExpenseWatch.com will invoice Customer for all applicable fees at Customer's corporate headquarters (or other location specified in writing by Customer). If Customer believes their invoice is incorrect, Customer must contact ExpenseWatch.com in writing within 60 days of the date of the invoice in question to be eligible to receive an adjustment or credit.

7. Taxes. ExpenseWatch.com's fees are exclusive of all taxes, levies, or duties which may be imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, if any, excluding only United States (federal or state) taxes based solely on ExpenseWatch.com's net income.

8. Extra Services. Customer shall be entitled to receive a copy of its Customer Data from ExpenseWatch.com on a quarterly basis at no charge. If Customer desires copies of the Customer Data more frequently, ExpenseWatch.com reserves the right to charge for such service at its then current rates for same.

9. Non-Payment and Suspension of Service. In addition to any other rights granted to ExpenseWatch.com herein, in the event Customer's account is thirty (30) days or more past due, any and all unpaid amounts due to ExpenseWatch.com shall accelerate and become due and payable immediately. Upon written notification to Customer that its account is in arrears, ExpenseWatch.com retains the right to suspend Customer's access to the Service until payment has been received, provided that no such suspension shall occur until Customer has had five (5) business days to cure such payment delinquency. ExpenseWatch.com reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter request access to the Service.

10. Warranties. ExpenseWatch.com warrants that the Service will (i) conform substantially in accordance with the then current online documentation under normal use and (ii) be provided in a manner consistent with industry standards. In the event of a breach of the foregoing warranty, ExpenseWatch.com shall, at its sole election, either repair or replace the Service so as to bring it into compliance with the applicable warranty. If ExpenseWatch.com is unable to do so, it shall refund to Customer any prepaid fees which were to apply for the unused portion of the Term, such refund to be ExpenseWatch.com's sole liability.

11. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10 ABOVE, EXPENSEWATCH.COM AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH THE SERVICE AND ANY OTHER SERVICES PROVIDED TO CUSTOMER. THIS DISCLAIMER SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY IMPLIED REPRESENTATIONS OR WARRANTIES, CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EXPENSEWATCH.COM AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT THAT THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. ADDITIONALLY, EXPENSEWATCH.COM'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXPENSEWATCH.COM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. SAVE FOR WHERE EXPRESSLY PROVIDED OTHERWISE, THE SERVICE IS PROVIDED "AS IS".

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXPENSEWATCH.COM'S LIABILITY TO CUSTOMER EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE LIMITATION OF EXPENSEWATCH.COM'S LIABILITY IN THE PRECEDING SENTENCE

SHALL NOT APPLY TO EXPENSEWATCH.COM'S INDEMNITY OBLIGATIONS AS SET FORTH IN SECTION 14 BELOW. Certain states and jurisdictions do not allow for the exclusion of implied warranties or limitation of liability for incidental and consequential damages, so the exclusions set forth above may not apply in such jurisdictions.

13. Term and Termination. The Terms and Conditions shall become effective on the date of execution of an applicable Order Form and continue through the balance of the Term. In the event of any breach of these terms, the non-breaching party shall have the right to terminate the Order Form if such breach is not cured within thirty (30) days written notice from the non-breaching party. Customer agrees and acknowledges that ExpenseWatch.com has no obligation to retain Customer Data for more than thirty (30) days after termination or expiration of the applicable Order Form and these Terms and Conditions and any such Customer Data may be irretrievably deleted after such time. The following provisions shall survive termination or expiration of this the Order Form and these Terms and Conditions: 4, 5, 6, 7, 11, 12, 13, 14, 16, and 19.

14. Mutual Indemnification.

14.1. ExpenseWatch.com shall defend, indemnify and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or trademark of a third party; provided, however, that: Customer (i) promptly gives written notice of the claim to ExpenseWatch.com; (ii) gives ExpenseWatch.com sole control of the defense and settlement of the claim (provided that ExpenseWatch.com may not settle or defend any claim unless it unconditionally releases Customer of all liability); (iii) provides to ExpenseWatch.com all available information and reasonable assistance; and (iv) has not compromised or settled such claim. The parties are responsible for each of their own costs and liabilities, for claims arising from any infringement arising from the combination of the Service with any of Customer's products, service, and hardware or business process. The parties will cooperate with one another and exchange appropriate information reasonably available to assist in developing a course of action. ExpenseWatch.com shall be relieved from its obligations under this paragraph to the extent the claim is primarily attributable to (i) Customer's use of the Service in a manner not authorized under this Agreement; (ii) Customer's modification of the Service not recommended by ExpenseWatch.com; or (iii) any Customer Data or Customer's materials that have been posted to the ExpenseWatch.com website.

14.2. Customer shall defend, indemnify and hold ExpenseWatch.com, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a third party claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party Users provided in any such case that ExpenseWatch.com: (i) gives written notice of the claim promptly to Customer (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases ExpenseWatch.com of all liability); (iii) provides to Customer all available information and assistance; and (iv) has not compromised or settled such claim. Customer shall be relieved from its obligations under this paragraph to the extent the claim is covered by an indemnification obligation of ExpenseWatch.com as set forth in this Agreement.

15. Export. Export control laws of the United States, and other applicable export control laws, govern Customer's use of the Service, including technical data and ExpenseWatch.com software programs. Customer agrees that neither the Service, any technical data or materials associated with the Service, any ExpenseWatch.com software program or any direct product thereof will be exported directly, or indirectly, in violation of these laws, or will be used for any purposes

prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

16. Notice. ExpenseWatch.com may give notice applicable to the general customer base of the Service by electronic mail to Customer's e-mail address on record in ExpenseWatch.com's account information or by written communication sent by first class mail or pre-paid post to Customer's address on record in ExpenseWatch.com's account information. Other notices as may be required hereunder must be sent to the corporate headquarters of the respective party by nationally recognized overnight delivery service. Notices to ExpenseWatch.com shall be addressed to the attention of the Chief Financial Officer.

17. Assignment; Change in Control. The Order Form and these Terms and Conditions may not be assigned by Customer without the prior written approval of ExpenseWatch.com. Notwithstanding the foregoing, an assignment may be made without ExpenseWatch.com's consent to (i) a parent or subsidiary, (ii) an acquirer of all, or substantially all, of Customer's assets, or (iii) a successor by merger. Notwithstanding the foregoing, no such assignment shall be permitted if any proposed assignee is reasonably deemed to be a competitor of ExpenseWatch.com.

18. Force Majeure. Neither party shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage, an act of God, electrical, internet or telecommunication outage that is not caused by the obligated party, or other events outside of the reasonable control of the obligated party.

19. General. The Order Form and these Terms and Conditions shall be governed by Pennsylvania law, without regard to the choice or conflicts of law provisions of any jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to this Order Form and these Terms and Conditions. Any disputes, actions, claims or causes of action arising hereunder, or in connection with the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Philadelphia, Pennsylvania. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary these Terms and Conditions. If any provision is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and ExpenseWatch.com hereunder or as a result of the use of the Service. The failure of ExpenseWatch.com to enforce any right or provision hereunder shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ExpenseWatch.com in writing. These Terms and Conditions, together with any applicable Order Form, comprises the entire agreement between Customer and ExpenseWatch.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. The exchange of a fully executed Order Form by fax shall be sufficient to bind each party to the terms of these Terms and Conditions and the applicable Order Form.