

APPLICATION SERVICE PROVIDER AGREEMENT 11-01-2003

The terms and conditions set forth in this Application Service Provider Agreement (ASPA) are made applicable to Customer by execution of the Proposal.

1. **DEFINITIONS** – the terms set forth below shall have the following meanings in this ASPA, the Proposal, and in any Addenda and Amendments hereto:
 - (a) ***Hosted Application Software.*** The software set forth in the Proposal, including but not limited to, Forecast ITSM. Mango Arma provides the Hosted Application Software described below within an application service provider model from a centrally managed facility. The Hosted Application Software resides on a server and will be remotely accessible by Customer. The Hosted Application Software may be located at a data center operated by Mango Arma or by a third party under agreement with Mango Arma.
 - (b) ***Proposal.*** The sales proposal document that was executed by Customer and the terms and conditions of which are incorporated as if fully set forth herein.
 - (c) ***Services.*** Any operations, consulting, training, access, hosting or development conducted by Mango Arma for Customer. Such services, as set forth in the Proposal and as may be subsequently added, are broadly defined and are conducted in accordance with Mango Arma s standard procedures; provided, however, that Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Services, and for paying all third-party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the Services. Mango Arma makes no guarantees as to the continuous availability of the Services or of any specific feature(s) of the Services. Mango Arma will inform Customer, either in writing, orally or by postings on Mango Arma s website, of any significant changes to the Services or the terms and conditions of this ASPA that it may make from time to time.

2. **LICENSE**

- 2.1 Mango Arma hereby grants Customer the limited, non-exclusive and non-transferable right and license (License) to use the Hosted Application Software (in object code form only) and Services pursuant to the terms of this ASPA. All rights not expressly granted to Customer are hereby reserved to Mango Arma. Customer agrees that the Hosted Application Software is valuable, confidential and copyrighted property belonging solely to Mango Arma, and that Customer has not purchased or been sold any interest in the Hosted Application Software other than the Customer s rights as expressly provided herein.
- 2.2 Customer agrees that the Hosted Application Software and Services will only be used by Customer or its employees either (a) on Customer s computers or (b) on equipment maintained by Mango Arma. Subject to the terms of this ASPA, Customer shall have the right to use the Hosted Application Software and Services for Customer s internal business purposes.
- 2.3 Customer agrees not to directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Hosted Application Software; modify, translate, or create derivative works based on the Hosted Application Software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Hosted Application Software; use the Hosted Application Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on the Hosted Application Software. Because

the Hosted Application Software is proprietary, Customer agrees not to publish or disclose to third parties any evaluation of the Hosted Application Software without Mango Arma's prior written consent. Customer acknowledges that Mango Arma retains exclusive ownership throughout the world of all the Hosted Application Software, any portions or copies thereof, and all rights therein. Upon termination of this ASPA for any reason, this License will terminate, and Customer, and any user accessing the Hosted Application Software or Services by any means will cease to use or have access to the Hosted Application Software and Services.

3. TERM OF AGREEMENT

Unless otherwise set forth in the Proposal or any amendment or addendum thereto, this ASPA shall remain in effect for one (1) year (The Initial Term); provided, however, that either party may terminate this ASPA for any reason at the end of the first year of the Initial Term by giving written notice to the other party not less than thirty (30) days prior to the first anniversary date of the Effective Date. Unless terminated in accordance with this ASPA, the ASPA shall automatically be renewed after the Initial Term on each anniversary of the Effective Date for subsequent periods of one (1) year (the Renewal Term(s)) (unless specifically designated, the Initial Term and the Renewal Term(s) are collectively referred to as the Term), unless either party provides written notice to the other not less than thirty (30) day prior to any anniversary date of a Renewal Term of the termination of this ASPA at the end of such Renewal Term. Either Party may terminate this ASPA solely in accordance with the provisions provided in this ASPA.

4. SERVICES

- 4.1 Mango Arma offers Services that include: a browser interface, data encryption, data transmission, data access (if available) and, if applicable, synchronization software and data storage. These Services are also set forth in the Proposal.
- 4.2 During the Term hereof, Mango Arma, or its designees, agree to provide e-mail support services of its Hosted Application Software between 8:00 a.m. and 8:00 p.m. (Eastern Time Zone); provided, however, such support services shall not be provided on Mango Arma, or its designees, holidays. Mango Arma has no obligation to provide Customer with hard-copy documentation, upgrades, enhancements, modifications, or other support unless specifically contracted for. Support hours for Mango Arma resellers are pursuant to their normal business hours and many differ from those of Mango Arma or its designees.

5. RELATIONSHIP OF PARTIES

Mango Arma is an independent contractor and is not an employee, agent, servant, partner or joint venturer of Customer. Customer shall determine the Services to be provided by Mango Arma, but Mango Arma shall have sole control over the means by which it provides those Services. Mango Arma shall pay all wages, salaries, and other amounts due its employees in connection with this ASPA and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workers compensation, and similar matters.

6. PAYMENT

- 6.1 Customer shall pay Mango Arma in accordance with the terms set forth in this ASPA. Payment for Services will be due twenty (20) days after Customer's receipt of an invoice conforming to this ASPA. Mango Arma may charge interest, which Customer shall

promptly pay, on all amounts not in dispute and not paid prior to the due date. Interest shall accrue at a rate of 1.5% monthly, beginning on the thirty-first (31st) day after the invoice date, and ending on receipt of payment. If the above rate exceeds the maximum amount permitted under applicable law, the maximum amount permitted under applicable law will accrue.

- 6.2 If Customer disputes any portion of its monthly invoice, Customer must pay the undisputed portion of the statement in full by the due date and submit a written claim fully documenting the reasons the remaining amount is disputed. After receipt of such claim, Mango Arma will undertake an investigation of the disputed charges. At the conclusion of the investigation, Mango Arma will notify Customer of any amount determined by Mango Arma to be correctly charged and such amount will become immediately due and owing. Amounts determined by Mango Arma to have been correctly charged will be subject to the Late Payment Fee. Unless such claim is submitted in this manner and received by Mango Arma within ten (10) days of the date the invoice is issued, Customer waives all rights to dispute such charges, unless otherwise provided by law.
- 6.3 Customer's access to the Services and Hosted Application Software may be suspended if Customer's account is delinquent. Mango Arma imposes a charge to restore suspended accounts.
- 6.4 Unless otherwise agreed in writing by Customer and Mango Arma, Customer shall pay any and all sales taxes, fees, tariffs, or other similar levies imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with the Services.

7. ASSIGNMENT OF SERVICES

This ASPA is non-transferable and non-assignable by Customer without the prior written agreement of Mango Arma. Notwithstanding anything to the contrary contained in this ASPA, in the event that ownership of Mango Arma is materially changed through merger, acquisition or other change in control, Mango Arma may assign its rights and obligations under this ASPA to its successor without notice or the consent of Customer.

8. CONFIDENTIAL INFORMATION

- 8.1 For purposes of this ASPA, the term Confidential Information shall mean all business and technical information and documentation of any kind and other similar data made available, directly or indirectly, by a party to this ASPA and its affiliates (the Disclosure) to another party to this ASPA and its affiliates (the Recipient), or received by a party to this ASPA during the Term hereof. Confidential Information includes the Hosted Application Software and any other software, data, processes, documentation, and other information, that is regarded by the Discloser as confidential or proprietary and that: (i) is communicated to the Recipient in written or other tangible form, or (ii) is disclosed to the Recipient orally or by inspection, or (iii) any other information disclosed or obtained that the Discloser treats as confidential and proprietary.
- 8.2 During the Initial Term, any Renewal Terms, and thereafter, all Confidential Information disclosed to or obtained by a Recipient in the course or conduct of the Services shall be kept in confidence and shall not be divulged by the Recipient.
- 8.3 Nothing contained in this ASPA will in any way restrict or impair a party's right to use, disclose, or otherwise deal with any information which: (i) was in the Recipient's

possession, without obligation of confidentiality, prior to the Recipient's first receipt of the corresponding information; (ii) is now or hereafter becomes, through no act or failure to act on the Recipient's part, generally available to the public on a non-confidential basis; (iii) was heretofore or is hereafter made available on an unrestricted basis to the Recipient from a source other than the Discloser, which source legally and properly received and disclosed the Confidential Information; (iv) becomes available on an unrestricted basis to a third party knowingly from the Discloser; (v) is hereafter independently developed by or for the Recipient or an affiliate thereof by someone who had no access, directly or indirectly, to the Discloser's Confidential Information.; or (vi) is released for disclosure with the Discloser's written consent.

- 8.4 Customer shall be the owner of all Customer data (including Customer Confidential Information) provided to or received by Mango Arma during the Term hereof. Customer data and Confidential Information shall be provided solely for the purposes of this ASPA and Mango Arma shall have no rights in or any license to such data and Confidential Information. Customer data and Confidential Information (and all copies thereof in any medium) shall be promptly returned to Customer upon termination of this ASPA for any reason.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Customer's right to use the Hosted Application Software and related documentation is limited as provided in this ASPA, the Proposal, and subsequent Proposals or orders, and may not be assigned or otherwise transferred without the prior written consent of Mango Arma. These restrictions shall survive the termination of this Agreement. Mango Arma hereby reserves all rights to the Hosted Application Software and related documentation.
- 9.2 Title and full ownership rights in and to the Hosted Application Software and related documentation made available for use by Customer pursuant to this ASPA shall at all times remain with Mango Arma. Customer understands and agrees that the Hosted Application Software and related documentation is proprietary information and a trade secret of Mango Arma whether or not any portion thereof is or may be validly copyrighted or patented.
- 9.3 Customer acknowledges that Mango Arma has exclusive rights, title and interest in and to the Hosted Application Software and related documentation. All applicable rights to patents, copyrights, trademarks and trade secrets in the Hosted Application Software and related documentation and modifications thereto made at Customer's request are and shall remain in Mango Arma. Customer agrees that it will not at any time do or cause to be done any act or thing impairing or tending to impair any part of such rights, title and interest. Customer agrees that its use of the Hosted Application Software and related documentation shall not create in Customer's favor any right, title or interest in the Hosted Application Software and related documentation except as expressly provided herein.
- 9.4 Mango Arma remains free to provide similar services to other customers provided it does not violate the terms hereof concerning Confidential Information of Customer. While providing the Services, Mango Arma may develop inventions, technologies, methods, techniques, trade secrets, know how and other intellectual property concerning, without limitation, the provision of remote computer services, information technology services, telecommunications, data networks and data center management (collectively IP). Except as provided herein, ownership of all intellectual property rights and all other right, title, and interest in all IP shall automatically vest in and remain the exclusive property of Mango Arma.

10. NON-DISCLOSURE

- 10.1 Customer shall not disclose to any third party any terms of this ASPA or the Proposal, except where Customer is required to make disclosure by decree, court order, law, or applicable regulation, or where Customer reasonably deems such disclosure necessary to its auditors, accountants, bankers, attorneys, financial intermediary, or regulatory agencies.
- 10.2 Customer may make, at Customer s expense, such number of copies of documentation provided to it by Mango Arma as may be necessary or required for Customer s use of the Hosted Application Software.

11. PATENT OR COPYRIGHT INFRINGEMENT

- 11.1 Mango Arma hereby agrees to indemnify and hold Customer harmless from any third party claim that any Hosted Application Software employed by Mango Arma for Customer s benefit infringes any United States patent, and/or any copyright, trade secret or other property right held by such a third party, provided that Mango Arma is notified promptly by Customer of any such claim (including any threatened claim) and Mango Arma shall have sole control of the defense with respect to same (including without limitation, the negotiations and settlement of such claim).
- 11.2 If such third party claim as described above has occurred or, in Mango Arma s opinion, is likely to occur, Customer agrees to permit Mango Arma, at Mango Arma s option and expense, either to procure for Customer the right to continue using the Hosted Application Software, to replace the Hosted Application Software, or to modify the same, so that it becomes non-infringing. If none of the foregoing alternatives is reasonably available, after using commercially reasonable efforts, Customer agrees that Mango Arma may terminate this ASPA. In such case, Customer shall be entitled to a prorated refund of the fees paid hereunder.
- 11.3 THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF MANGO ARMA AND THE SOLE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PERSON.

12. LIMITED WARRANTY

- 12.1 Mango Arma warrants that it will provide the Services in accordance with the Proposal. All Services shall be provided in a timely manner by qualified persons in accordance with the degree of care observed in the industry generally. Mango Arma does not warrant that the Services, Hosted Application Software or other software employed by it for Customer s benefit is error-free.
- 12.2 Customer must notify Mango Arma in writing, within thirty (30) days of delivery of Services of a claim that Mango Arma has failed to deliver the Services in accordance with this ASPA or the applicable Proposal. If Mango Arma determines that the Services are not being delivered in accordance with this ASPA or the applicable Proposal, its sole obligation under this warranty is to bring the Services into compliance with this ASPA or the applicable Proposal in a manner consistent with its regular business practices.
- 12.3 THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY MANGO ARMA. MANGO ARMA HEREBY EXPRESSLY DISCLAIMS

ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS WARRANTIES, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES OF MERCHANTABILITY. MANGO ARMA HAS AUTHORIZED NO WARRANTY WITH RESPECT TO THE HOSTED APPLICATION SOFTWARE AND SERVICES AND CUSTOMER HAS NOT RELIED ON ANY OTHER WARRANTY IN ITS DECISION TO EXECUTE THIS ASPA.

13. LIMITATION OF LIABILITY OF MANGO ARMA

- 13.1 MANGO ARMA SHALL NOT, IN ANY CIRCUMSTANCES, BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING AND OF WHATSOEVER NATURE SUFFERED OR INCURRED BY CUSTOMER, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA, LOSS OF OPERATION TIME, OR LOSS OF THE USE OF ANY EQUIPMENT OR PROCESS SUFFERED DIRECTLY OR INDIRECTLY BY CUSTOMER, OR LOSS OF ANTICIPATED SAVINGS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS AND WITHOUT REGARD TO ANY DETERMINATION THAT A REMEDY SPECIFIED HEREUNDER FAILS ITS ESSENTIAL PURPOSE.
- 13.2 Customer agrees that Mango Arma's liability arising out of contract, negligence, strict liability in tort or warranty shall in no event exceed any amounts paid by Customer for the Services, as set forth in the applicable Proposal(s).

14. FORCE MAJEURE

Mango Arma shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control.

15. TERMINATION

- 15.1 This ASPA may be terminated before its expiration or before the Term set above, as follows:
- (a) If Customer fails to pay any amount due hereunder on or before the due date or violates the non-disclosure provisions of paragraph 10 hereof;
 - (b) Should one of the parties commit a breach of any of the terms of this ASPA, the other party may give written notice of such breach to the breaching party and communicate its intention to terminate this ASPA if the breach is not cured within thirty (30) days from the date of receipt of such notice. Should the breach not be curable in such thirty (30) day period, the breaching party shall cure the breach in a period necessary in good faith to remedy the breach; or
 - (c) If Customer shall commence a voluntary petition under Title 11 of the United States Code as now or hereafter in effect or any successor thereto (the Bankruptcy Code); or an involuntary petition is commenced against Customer and the petition is not controverted within twenty (20) days, or is not dismissed within sixty (60) days, after the commencement of the case; or a custodian (as defined in the Bankruptcy Code) is appointed for or takes charge of, all or substantially all of the property of Customer or Customer commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of

debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to Customer or there is commenced against Customer any such proceeding which remains undismissed for a period of sixty (60) days, or Customer is adjudicated insolvent or bankrupt; or any relief of any order approving any such case or proceeding is entered; or Customer suffers or permits the appointment of any custodian or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of sixty (60) days; or Customer makes a general assignment for the benefit of creditors, or any corporate action is taken by Customer for the purpose of effecting any of the foregoing, or shall in the jurisdiction of its place of incorporation be the subject of any process analogous with any of the foregoing.

- 15.2 The right to terminate this ASPA is in addition to any other right set forth by the law and shall not replace such rights, and the exercise of one or more rights shall not be interpreted as a waiver of any parties ability to exercise another right(s). The failure by one of the parties to exercise the right to terminate this ASPA shall not be interpreted as a limitation of the right of termination or other subsequent right.

16. NOTICE

- 16.1 All notices, demands and requests which either party hereto is required or may desire to give the other party shall be deemed to have been properly given (a) if delivered personally, on the date of such delivery, (b) if sent by United States registered or certified mail, return receipt requested, postage prepaid, on the date of delivery as evidenced by such receipt, or (c) upon delivery by Federal Express or similar overnight courier service which provides evidence of delivery, on the date of delivery so evidenced. Notices given pursuant to this Section shall be addressed as follows:

If to Mango Arma at: 707 Knox Road, Suite 100, Villanova, PA 19085, or any such subsequent address should Mango Arma relocate.

If to Customer: at the address listed in the Proposal, unless Mango Arma is notified in writing of a different address or a change in location for Customer.

17. GOVERNING LAW

This ASPA is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. The parties agree that any disputes of any kind arising out of this ASPA, Customer s use of the Hosted Application Software or Services, or dealings of any kind between Mango Arma and Customer shall be subject to the exclusive jurisdiction of the state or federal courts of the Commonwealth of Pennsylvania.

18. RESTRICTIONS AND POLICIES

- 18.1 General Use. Customer will not use the Hosted Application Software or Services in any way for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such. Customer agrees not to transmit or permit its employees to transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. Customer will only use the Hosted Application Software and Services for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities

may include (without limit) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. Customer hereby agrees to defend, indemnify and hold Mango Arma harmless against any claim or action that arises from Customer's use of the Hosted Application Software or Services, including the payment of any and all attorneys fees and costs.

- 18.2 Privacy Policy and Confidentiality. It is Mango Arma's policy to respect the privacy of its users. Mango Arma provides information such as Customer's name, address, and credit card number to organizations (such as credit verification and billing services) to ensure that we receive proper payment for Services. Mango Arma will not share, rent, sell, or trade personal information (including e-mail addresses) that identifies our customers or users to third parties. Mango Arma will not share, rent, sell, or trade data contained in Customer's account. However, Mango Arma may use this information to contact Customer to ensure that it is satisfied with Mango Arma products or services, learn about any ideas you may have to improve our offerings, call your attention to additional offerings or services provided by Mango Arma, and communicate other information that Mango Arma believes will be useful. In addition, Mango Arma may share e-mail address and other information required to ensure that Mango Arma contractors can provide service and support to you.
- 18.3 Mango Arma may occasionally ask Customer to provide demographic or personal preference data. If Customer elects to provide such data, Mango Arma may use it to analyze the characteristics of Mango Arma customers and visitors to the Mango Arma Web site. Mango Arma may also use such data to customize the specific information provided to Customer, or tailor it to better meet Customer's needs. Mango Arma may share information aggregated from such data with third parties without notifying you.
- 18.4 User and Account Data given to us are considered confidential. Mango Arma's privacy policy is subject only to Mango Arma's obligation to comply with applicable laws and lawful government requests, to operate its business properly, and to protect its users or itself. Mango Arma reserves the right to contact users of the Services via e-mail or other means to inform them of their account status or changes or alterations to the service, or to inform them about additional offerings or services being provided or contemplated. Users may at any time request that they not receive informational e-mail messages not related to their account activity or current use of the service by sending their name and address to support@mangoarma.com. Mango Arma reserves the right at any time to change its privacy policy.

19. MISCELLANEOUS

- 19.1 This ASPA constitutes the entire, sole, and exclusive agreement between the parties and supercedes all prior and contemporaneous agreement, representation, understanding, arrangement, communication and negotiations between the parties. No warranties, representations, guarantee, or other terms and conditions not contained in this ASPA shall be of any force or effect.
- 19.2 No amendment, modification or other change to the terms and conditions of this ASPA shall be effective unless such amendment, modification or waiver is in writing signed by both parties.
- 19.3 All payments required under this ASPA shall be made in U.S. Dollars.

- 19.4 Except as provided in paragraph 7, no assignment by a party to this ASPA of its right, title and interest hereunder shall relieve such party of its obligations hereunder unless the other party otherwise agrees in writing. Any assignment in violation of this ASPA shall be void *ab initio* and be of no force or effect.
- 19.5 The provisions of paragraphs 8, 9, 10, 11, 12, 13 and 17 hereof shall survive the termination for any reason of this ASPA.
- 19.6 No waiver of any term, provision or condition of this ASPA, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or shall constitute, a waiver of any other instance or provision, whether or not similar, nor shall such waiver constitute a continuing waiver. No waiver or modification of this ASPA shall be binding unless executed in writing by an authorized officer of the parties hereto.
- 19.7 If any provision of this ASPA is declared invalid by any tribunal, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this ASPA as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this ASPA as though such provision had never been included herein. In either case, the remaining provisions of this ASPA shall remain in effect.