

WePlanWell™ Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (the "**Agreement**") is entered into by and between the organization purchasing the subscription ("**Customer**"), and **iBossWell®, Inc. ("IBW")**, a Kansas corporation, and describes the terms and conditions pursuant to which IBW shall provide Customer with access to its System, and in connection therewith, license to Customer certain Software (as defined on Exhibit A).

BY ACCEPTING THIS AGREEMENT, BY PURCHASING A SUBSCRIPTION OR RECEIVING ACCESS TO A PASSWORD FOR WEPLANWELL THROUGH AN ORGANIZATION WHICH HAS PURCHASED A SUBSCRIPTION, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Certain Definitions.

Capitalized terms used herein shall have the meaning set forth on Exhibit A (Definitions), or the meaning set forth herein.

2. System Use and Access.

2.1 Grant of License to Customer. Subject to the terms and conditions of this Agreement, IBW hereby (a) grants to Customer a limited, nonexclusive and nontransferable license to use the System during Term of this Agreement. This license does not transfer to Customer or its approved affiliates any title or any proprietary or intellectual property rights to the System or any components thereof, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. The Software, Third Party Software and Documentation are copyrighted works of authorship of IBW and its vendors and, except as set forth herein, may not be copied, reproduced, distributed or transferred by any means or in any form, without the express written permission of IBW. Customer agrees that it is responsible for ensuring that any use of the System is strictly in accordance with the terms and conditions of this Agreement.

2.2 Proprietary Property. Customer acknowledges that as between Customer and IBW, the System is the proprietary property of IBW and that IBW shall retain all right, title and interest, including copyrights and trade secret rights, in and to the System and all modifications, revisions, enhancements or improvements thereof.

2.3 Restrictions. Customer agrees, that except as expressly permitted herein, it will not itself, or through any third party: (a) sell, rent, lease, license, sublicense, pledge, or encumber its rights under this Agreement or the System, or any part thereof to any third party; (b) assign, distribute, transfer, furnish or otherwise disclose or make available the System, or any part thereof to any third party (c) modify, add to, decompile, disassemble, or reverse engineer the System, in whole or in part, or attempt to do so; (d) write or develop any derivative software or any other software program based upon the System or any Confidential Information, (e) use the System or any part thereof after the Term of this Agreement or (f) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, or time bombs.

2.4 Software Access. IBW shall install the Software and the Third Party Software on a host system to allow Customer to access and use the System. Customer may make copies of the Documentation for use solely by Customer and Authorized Users. All copies of the Documentation will be subject to all terms and conditions of this Agreement. Whenever Customer is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings noted on the original Documentation must be reproduced as they appear on the original.

2.5 Training. IBW shall provide suitable training and teaching materials, including online help files, and which may include scheduled webinars.

2.6 Security Measures. Each of IBW and Customer represents and warrants that it has in place, and shall continue to implement, support and maintain, commercially reasonable security measures and techniques to eliminate to the extent practical unauthorized access or damage to the System and Customer Data including the diligent use of commercially available third-party software to safeguard against computer viruses (collectively "**Security Measures**"). Customer is responsible for ensuring that all approved affiliates have adequate Security Measures in place at all times when accessing the System.

2.7 Facilities Security Procedures. To maintain the integrity of the Customer Data, IBW shall implement, maintain and enforce commercially reasonable security standards and procedures for the host system. IBW's Current Facilities Security Procedures are outlined in the WPW Policies and Procedures Statement.

2.8 System Hardware IBW shall provide all equipment, software and services necessary for the operation and maintenance of its host system.

3. Responsibilities of Customer.

3.1 System. With respect to the System, except as otherwise set forth herein, Customer shall be solely responsible for (a) its selection to achieve Customer's intended results; (b) its use and operation, and the connection or interface between the System and any Customer computer hardware or peripherals; (c) the results obtained therefrom; (d) any data entry and loading of

Customer Data; (e) promptly notifying IBW of any problems or failures of the System to substantially perform in accordance with the Documentation.

3.2 Access Environment. Customer shall be solely responsible for providing, at its own expense, maintaining an access environment consistent with the requirements set forth in the IBW Policies and Procedures Statement or System Requirements, as amended from time to time.

3.3 User Names and Passwords. Access to and use of the System is through a combination of a user name and password. Customer shall promptly communicate any loss, theft or misuse of user names or passwords to IBW in writing. No Authorized User or other person is permitted to access or use the System or any component thereof using the user name or password of any other person. Customer shall ensure that access to and use of the System will be only with the user name and password issued to such persons. IBW is not responsible for the loss, theft or misuse of any such user names or passwords, and Customer assumes all risks associated therewith, and shall be responsible for any and all damages or liability resulting therefrom. IBW shall be entitled, without notice to Customer, to deactivate any user names and passwords which have been inactive for a period in excess of one hundred eighty (180) days.

3.4 Records and Audit. Upon reasonable prior written notice and during normal business hours, IBW, its agents and representatives, shall have the right at its own expense to visit the premises of Customer and review any applicable books and records of Customer for the purpose of determining whether Customer is in compliance with the terms of this Agreement, provided that all books and records of Customer shall be treated as Confidential Information as defined in Section 7 hereof.

4. Data Backup. IBW (and/or hosting vendor) shall backup Customer Data daily, each evening (US Central Time), in accordance with its then current guidelines.

5. Fees and Payments.

5.1 Subscription Fees. In consideration of the rights granted herein, Customer shall pay IBW the fees ("Subscription Fees") in the amounts and according to the payment terms specified herein and in Exhibit B.

5.2 Late Payment. All amounts due under this Agreement if not paid within thirty (30) days of the due date shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less. If it should become necessary to turn this account over for collection, Customer shall be responsible for all of IBW's collection costs, including reasonable attorney's fees.

5.3 Taxes. All amounts payable to IBW as specified herein are in United States dollars and are net of all Taxes. Customer shall pay all Taxes, paid or payable in connection with this Agreement as applicable. Customer shall not deduct from payments due IBW hereunder any amounts

paid or payable to third parties for Taxes. All Taxes due by Customer hereunder shall become due and payable when billed by IBW to Customer, or when assessed, levied or billed by the appropriate tax or governmental authority, even if such billing occurs subsequent to expiration or termination of this Agreement.

6. Warranties and Limitation of Liability.

6.1 Third Party Warranties. Customer shall have the benefit of any third party warranties, service agreements and infringement indemnities available to licensees of the Third Party Software; provided, however, that Customer's sole remedy for breach of any such warranty, indemnification, service agreement, or other rights shall be against the third party offering such rights.

6.2 Improper Use. The warranties to Customer contained herein will apply only if the System has been properly used by Customer in accordance with the terms and conditions of this Agreement and the Documentation.

6.3 Limitation of Warranty. **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, IBW MAKES NO WARRANTIES, WHETHER ORAL, EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO ACCESS, THE SYSTEM OR ANY COMPONENT OR PORTION THEREOF, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. IBW SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, IF ANY, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.**

6.4 Limitation of Liability. **NEITHER IBW, NOR ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROPERTY, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, USE OR INABILITY TO USE THE SYSTEM, ANY COMPONENTS OR PORTION THEREOF, ANY MODIFICATIONS, ANY REVISIONS OR DERIVATIVE WORKS THEREOF, OR ANY SERVICES PERFORMED OR TO BE PERFORMED BY IBW, REGARDLESS OF WHETHER IBW HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGE OCCURRING, OR WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, NEGLIGENCE, EQUITY, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO**

THE CONTRARY, IN NO EVENT SHALL IBW'S LIABILITY FOR ANY DAMAGES TO CUSTOMER OR ANY OTHER PARTY EVER EXCEED, IN THE AGGREGATE, THE SUBSCRIPTION FEES PAID BY CUSTOMER TO IBW UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD ENDING ON THE DATE OF DELIVERY OF NOTICE TO IBW OF CUSTOMER'S CLAIM, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, EQUITY, STRICT LIABILITY, TORT, PRODUCTS LIABILITY, OR OTHERWISE.

6.5 Risk and Pricing. The parties agree that the provisions of this Section 6 fairly allocate risks under this Agreement between Customer and IBW, and that IBW's pricing reflects this allocation of risks and limitation of liability.

6.6 Claim Limitation Period. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement, other than claims for the payment of applicable fees and payments pursuant to Section 5 (Fees and Payments), may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

6.7 Oral Representations. No employee, agent, representative or Affiliate of IBW has authority to bind IBW to any oral representations or warranty concerning the System. Any written representation or warranty concerning the System not expressly contained in this Agreement will not be enforceable.

7. **Indemnification.** Customer shall indemnify, defend and hold harmless IBW against any loss, damage or expense incurred by IBW as a result of claims, actions, or proceedings brought by any third party arising from (a) use of the System by Customer, its approved affiliates, or Authorized Users in a manner not permitted by this Agreement or Customer's breach of the restrictions set forth in Section 2.3 (Restrictions); (b) acts of gross negligence, bad faith, willful misconduct or reckless disregard by Customer, or its Authorized Users relating to this Agreement, or (c) any use of the System by third parties who gain access by or through Customer; provided, however, that (i) IBW shall have given Customer prompt written notice of such claim, demand, suit or action, (ii) IBW shall cooperate with said defense by complying with Customer's reasonable instructions and requests to IBW in connection with said defense, and (iii) Customer shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof, unless the claim involves or relates to an intellectual property right of IBW, in which case IBW may elect to have sole control over the defense and/or settlement of such claim.

8. Confidential Information.

8.1 Non-Disclosure of Confidential Information. Both parties understand that during the term of this Agreement, either party may have access to and become
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familiar with Confidential Information. Both parties agree that, except with the other party's prior written consent, neither Customer nor IBW, nor their employees and agents shall disclose any of the other party's Confidential Information directly or indirectly, nor use such Confidential Information in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of the Agreement with and to perform services under this Agreement. For clarity, IBW shall be entitled to permit consultants providing services to Customer in connection with the System to have access to Customer's Confidential Information. Confidential Information shall NOT include: (i) all information already present in the public domain on the date hereof, (ii) all information known by the receiving party prior to disclosure, (iii) all information independently developed by either party without access to related trade secrets or Confidential Information of the other party, and (iv) all information received by either party from a third party not under an obligation of confidentiality. All Confidential Information shall remain the property of the disclosing party. The obligation of confidentiality in this Agreement shall remain in force for the Term and shall survive termination of this Agreement for any reason.

8.2 Remedies. In the event of actual or threatened breach of the provisions of Section 8, the non-breaching party may have no adequate remedy at law and will, in addition to recovering damages, be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

8.3 Compelled Disclosure. For compelled disclosure of confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. Term and Termination.

9.1 Term. This Agreement begins on the date specified on the date of execution of this Agreement ("*Effective Date*") and ends on the first anniversary of the Effective Date unless otherwise terminated or extended as provided in this section (the "Term"). Upon expiration of the initial one year Term, this Agreement will automatically renew for successive one (1) year periods unless earlier terminated as provided below, when agreed upon renewal fees and payment are met.

9.2 Termination. "**Termination Event**," wherever used herein, means any of the following events: (a) Customer fails to pay the undisputed portion of any amount

due hereunder within thirty (30) days following written notice of such failure by IBW (b) Customer or IBW is in breach of any material term, condition or provision of this Agreement, and if such breach is curable, such breach is not cured within thirty (30) days after the non-breaching party gives the breaching party written notice of the breach; or (c) Customer is in breach of Section 2.3 (Restrictions) or Section 8 (Confidential Information). If any Termination Event occurs, the party entitled to termination may, by written notice to the other party, terminate this Agreement. Except as otherwise noted therein, the provisions of Sections 2.3 (Restrictions), Section 5 (Fees and Payments), Section 5.4 (Limitation of Liability), Section 7 (Indemnification), and Section 8 (Confidential Information) will survive and remain in full force and effect following the termination of this Agreement.

9.3 Return of Customer Data. Upon written request by Customer made within 30 days after the effective date of termination of a subscription, IBW will send to Customer for any requested standard reports (unfiltered) available on WePlanWell Documents & Report page. After such 30-day period, IBW shall have no obligation to maintain or provide any Customer data and can thereafter, unless legally prohibited, delete all Customer data in the WePlanWell system.

10. Miscellaneous.

10.1 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by facsimile, if a confirmation of transmission is produced by the sending machine, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, or one (1) business day after delivery in the case of facsimile transmission or overnight courier service.

If to Customer:

Notice will be sent to contact and address on WePlanWell subscription invoice.

If to IBW:

Notice will be sent to iBossWell, Inc. address on WePlanWell subscription invoice

10.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of IBW. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

10.3 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in
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whole or in part, by events, occurrences, or causes beyond the reasonable control and without gross negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist acts, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

10.4 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

10.5 Severability. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.**

10.6 Entire Agreement. This Agreement, including the exhibits and addenda hereto, contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. To the extent any provisions of an exhibit or addendum to this Agreement are inconsistent or conflict in any way with any provisions in this Agreement, the provisions of this Agreement shall govern and control.

10.7 Amendment. This Agreement may not be amended or added to, except by a writing signed by both parties. Any such amendments or addenda, when signed by both parties, shall have full force and effect and be binding upon the parties hereto.

10.8 Publicity. Customer agrees that IBW may include Customer's name and logo in customer listings, press releases, product brochures and financial reports indicating that Customer is a customer of IBW.

Communications to the public that go beyond identification of Customer as a customer of IBW must be pre-approved by Customer.

10.9 Remedies. Except as otherwise expressly provided for herein, no exercise or enforcement by either party of any right or remedy under this Agreement, including termination under Section 9 (Term and Termination), will preclude the concurrent or successive enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce, if any.

10.10 Governing Law. This Agreement shall be governed by the substantive laws of the state of Kansas, without reference to its conflict of law principles.

10.11 Attorney's Fees. In a final adjudication in respect of any action or proceeding which may arise out of, under or in connection with this Agreement, any other agreement related hereto, or otherwise related to the transactions contemplated hereby or thereby, the prevailing party shall be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorney's fees and related expenses incurred in connection with such proceeding.

10.12 No Third Party Beneficiaries. The parties agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any legal rights or benefits on any third party (including any approved affiliates and Authorized Users, other than the right to use the System as expressly set forth herein), and that there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

10.13 Compliance with Laws. Each party shall comply with all United States federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.

10.14 Authority. Customer and IBW each warrants that it has all necessary power and authority to enter into this Agreement and that this Agreement and performance hereunder does not violate the terms of any contract, covenant or agreement between it and any third party now existing or hereinafter entered into.

10.15 Headings. The headings to sections of this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not, in any way, affect the interpretation hereof.

10.16 Counterparts. This Agreement may be executed in multiple counterparts and by facsimile, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

The parties have executed this Agreement as of the dates set forth in the WePlanWell subscription invoice and payment of the invoiced subscription fees.

SCHEDULE OF EXHIBITS

Exhibit A	Definitions
Exhibit B	Subscription Fees and Other Terms

EXHIBIT A

DEFINITIONS

Capitalized terms in this Agreement have the following meanings:

1.1 Authorized Users means employees of Customer, its approved affiliates, and their temporary or contract personnel, with a need to use the Software and Third Party Software.

1.2 Confidential Information means all means nonpublic or proprietary information regarding or contained in the System. Confidential Information also includes the System, Customer Data, this Agreement, and the terms and conditions hereof.

1.3 Customer Data means all data residing on the System provided by Customer, its approved affiliates or Authorized Users, and any data which results from the processing of any of the foregoing.

1.4 Documentation means any on-line help files for use and operation of the System or any other technical materials that have been provided to Customer containing a detailed list of specifications for the System.

1.5 Effective Date means the later of the dates on which Customer and IBW have executed this Agreement.

1.6 Representative means an employee, officer, director, or agent of a party.

1.7 Security Measures has the meaning set forth in Section 2.6.

1.8 Software means the computer software specified in Exhibit B, with features and functionality more fully defined in the Documentation as of the Effective Date.

1.9 Subscription Fees has the meaning set forth in Section 5.1.

1.10 System means the Documentation, the host system, the Software and the Third Party Software used to operate WePlanWell. IBW reserves the right to change the components of the System from time to time in its sole discretion provided that it maintains the same or similar functionality.

1.11 Taxes means any and all taxes, customs, duties and similar charges paid or payable in connection with the license or use of the System, however designated, including any applicable withholding taxes, together with any interest and/or penalties thereon, but exclusive of United States Federal, state and local taxes based upon the capital and/or net income of IBW.

1.12 Term means the initial term, together with any renewal term(s) of this Agreement.

1.13 Third Party Software shall mean the third party software not authored or owned by IBW that is delivered with the System as specified in the Documentation or Exhibit.

1.14 Updates means modifications and improvements to the Software necessary to comply with known changes in regulations or industry standards that directly affect the functionality reasonably necessary for the designed use of the Software, together with any additional enhancements, such as new versions, upgrades, modifications, improvements, or changes in technology that IBW may make from time to time and which IBW, in its sole discretion, elects to treat as Updates.

1.15 WePlanWell means an online tool for strategic planning and individual performance planning owned by IBW and operated through the System.

1.16 WPW Policies and Procedures Statement and/or System Requirements mean the document setting forth IBW's policies, procedures and requirements from time to time, and located at the following URL: www.weplanwell.com.

EXHIBIT B
SUBSCRIPTION FEES AND OTHER TERMS

1. **Software:** WePlanWell™

2. **Subscription Fee & Term & Effective Dates**

2.1. User subscription fees shall be itemized on the WePlanWell Subscription invoice, and based on the maximum number of users/ “participants” listed on WePlanWell invoice.

2.2. Subscription Effective Date and Expiration Date shall be noted on WePlanWell invoice.