

EVENT MANAGER USER AGREEMENT

MSI offers a web-based event registration and billing solution (“Event Manager”) permitting the user to automate registration and payment processing for events, seminars, tournaments and similar functions (each, an “event”) and Subscriber wishes to subscribe to Event Manager as set forth herein. In consideration of the promises and covenants set forth herein, the parties, intending to be legally bound, agree as follows:

1. LICENSE GRANT. Subject to the terms and conditions contained herein, Member Solutions, Inc. (“MSI”) grants to Subscriber and Subscriber accepts from MSI, a non-transferable, non-exclusive license to access MSI’s Event Manager application solely for Subscriber’s internal business purposes and solely for which the fees set forth herein have been paid. Upon acceptance of these terms and conditions, payment of the fees and provision of the information set forth herein, MSI will provide online access to Event Manager to Subscriber, will host all event information created by Subscriber and will process all registrations and payments from registrants. In addition, MSI will send an email confirming the registrations to Subscriber and make reports available for Subscriber’s use. Subscriber is solely and exclusively responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of Event Manager.

2. TERM AND TERMINATION. This Agreement shall commence and be effective upon its acceptance by Subscriber and shall continue unless otherwise terminated as provided herein. This Agreement may be terminated:

(a) By MSI immediately, for any reason or no reason, in its sole and absolute discretion, upon written notice to Subscriber.

(b) By Subscriber for any reason or no reason, by giving not less than ten (10) days prior written notice to MSI.

(c) By either party immediately upon written notice to the other party, if such other party files a petition for bankruptcy, or if a petition in bankruptcy is filed against a party, or if a party is insolvent or makes any assignment for the benefit of its creditors, or enters into an arrangement with its creditors pursuant to any other bankruptcy law.

(d) Upon the termination of this Agreement, whether by MSI or Subscriber, for any reason or no reason, and notwithstanding any other provision of this Agreement, (i) all fees, costs and expenses due and payable to MSI shall be immediately due and payable; without demand therefore; and (ii) MSI may, in its reasonable discretion, hold any and all monies due Subscriber for up to one hundred eighty (180) days to cover incidental fees and offset returns and potential charge backs. The balance of the monies, if any, shall be paid to Subscriber on or within one hundred eighty (180) days after Termination and shall be accompanied by a report detailing all deductions taken by MSI.

3. RESTRICTIONS ON USE. Subscriber shall not:

(a) modify, copy, translate, reverse engineer, decompile, disassemble, upload, post or create derivative works based on all or any part of the Event Manager solution;

(b) assign, rent, lease, grant a security interest in, or otherwise transfer any rights to Event Manager;

(c) remove or alter any trademark, logo, copyright or other proprietary notice, legend, symbol or label in Event Manager. In addition, Subscriber agrees not to make any attempt to gain unauthorized access to databases of any other subscriber using the Service.

(d) submit, post, upload, distribute, or otherwise make available or transmit any content that; (A) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (B) is bigoted, hateful, or racially or otherwise offensive; (C) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (D) is

illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (E) infringes or violates any right of a third party or any law, rule or regulation; or (F) does not comply with all applicable terms and conditions for use of the Site;

(e) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use Event Manager or any product or service available for commercial purposes of any kind except as otherwise permitted hereunder;

(f) submit, post, upload, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage Event Manager or any connected network, or otherwise interfere with any person or entity's use or enjoyment of Event Manager;

(g) impersonate any person or entity or misrepresent your identity or affiliation with any person or entity including, without limitation, using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph;

(h) engage in disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; and/or

(i) engage in or attempt to engage in any criminal activity of any kind.

4. FEES AND DISBURSEMENTS.

(a) Subscriber shall pay to MSI the fees set forth herein for access to Event Manager via the Service. Subscriber is responsible for all charges incurred while its account and password(s) are being used. All charges for Event Manager shall be in accordance with the then current fee schedule. Subscriber agrees to pay all fees (including applicable taxes) on account of use of Event Manager. MSI reserves the right to change its fees for Event Manager at any time and MSI will notify Subscriber in writing of any such changes. Subscriber shall bear sole responsibility for the payment of any taxes imposed on Subscriber's use of Event Manager by any jurisdiction within the country of Subscriber's use.

(b) Prior to use of Event Manager, Subscriber is required to provide valid, current bank account and credit card information to MSI. Event Manager may not be accessed without provision of this information. Subscriber shall keep this information current at all times and shall immediately notify MSI of any change, cancellation, or modification in such bank account or credit card information.

(b) Subscription and Service Fees:

(i) MSI will charge Subscriber a recurring subscription fee of \$195.00 per year (the "Subscription Fee") for access to and use of Event Manager. The Subscription Fee will automatically be deducted from Subscriber's billing receipts if Subscriber is an active billing client of MSI. If not an active billing client, the Subscription Fee will be deducted electronically from the bank account and/or credit card provided by Subscriber.

(ii) In addition to the Subscription Fee, MSI will retain 2.75% of the gross amount collected from each attendee ("Service Fee") for services rendered hereunder. If the Service Fee on each payment processed does not equal a minimum of \$1.75, MSI will charge a \$1.75 Service Fee for that transaction.

(c) Transaction Fee. For each transaction processed by MSI, Subscriber will pay transaction processing fees based on the billing activity as well as the payment method utilized. Subscriber will pay .50% (50 basis points) for all EFT transactions processed and 2.95% for all transactions processed via credit card. MSI may increase the transaction fee on ten (10) days' notice to Subscriber if the cost MSI incurs to process credit card payments increases above the level existing on the date of this Agreement.

(d) If MSI is notified of a chargeback and MSI has already remitted to Subscriber, MSI will deduct any fees incurred plus the principal amount due from future disbursements to Subscriber. If funds are not available, Subscriber shall repay MSI all such amounts within 10 days of notice by MSI or MSI may collect such amounts from the bank account and/or credit card provided by Subscriber. Subscriber knowingly and irrevocably authorizes MSI to deduct from Net Collections and/or charge electronically Subscriber's bank account and/or credit card on file with MSI any amounts due MSI that remain

outstanding beyond the due date set forth herein. Subscriber acknowledges that chargebacks may occur up to one year after payment and agrees to pay MSI for any such delayed chargebacks.

(e) For processing and paying any refund authorized by Subscriber, MSI shall charge Subscriber \$10.00 over and above the principal amount of such refund. If funds to cover such charges are not immediately available from Subscriber's account, MSI shall collect such amounts from the bank account and/or credit card provided by Subscriber.

(f) MSI will disburse to Subscriber the Net Collections, with MSI initiating the payment process not more than 2 business days after the 27th day of each month. Net Collections are gross collections minus the sum of any MSI fees and/or other permitted charges. Subscriber may request two additional monthly disbursements of up to 80% of Net Collections then available, which will be provided at no charge. Subscriber will be charged \$35.00 for each unscheduled disbursement in excess of the foregoing. All payments made by MSI will be made via ACH bank transfer to the bank account provided by Subscriber.

(g) Subscriber acknowledges that Subscriber's obligations to MSI hereunder constitute a commercial account. Subscriber shall pay, in addition to all other amounts owed to MSI, interest calculated at 1.5% per month on all amounts due and payable by Subscriber to MSI for 30 days or longer. If MSI employs any legal process to recover any amount due from Subscriber hereunder, Subscriber shall pay all costs of collection and reasonable attorneys' fees.

5. OWNERSHIP/DATA.

(a) MSI holds all right, title and interest in and to the Event Manager solution and related source and object code and software (including without limitation, copyrightable or patentable subject matter, trade secrets or other intellectual property rights). All modifications, adaptations, revisions, changes, enhancements, translations, abridgements, condensations, expansions, conversions, upgrades or additions made to Event Manager are the sole and exclusive property of MSI and shall be considered a part of Event Manager, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein and appurtenant thereto. Subscriber acknowledges that MSI owns all United States and international copyrights in Event Manager and any portions thereof. Subscriber shall not do anything to infringe upon, harm, alter, or contest the validity of any intellectual property rights of MSI. Subscriber shall not remove or obscure MSI proprietary rights notices or fail to reproduce them in any form.

(b) Any data entered by Subscriber, including family, student and financial data, and Subscriber information generated by Event Manager ("Subscriber Data") shall remain the sole property of Subscriber and will be held in confidence in accordance with this Agreement.

(c) Subscriber acknowledges and agrees that its use of Event Manager, and any data or information accessed using Event Manager will be at Subscriber's own risk. Subscriber acknowledges and accepts that MSI shall not be responsible in any manner whatsoever for any errors in the Subscriber Data, or in the accuracy or timeliness thereof or in the use of any such information. The Subscriber and each authorized user shall make and rely on their own independent investigation of the truth, completeness, accuracy and suitability of the data provided by Subscriber and each authorized user. Subscriber accepts and agrees that MSI is not liable for loss of Subscriber Data.

6. CONFIDENTIALITY.

(a) Subscriber acknowledges and agrees that Event Manager is a confidential and proprietary product and process of MSI, that it embodies valuable trade secrets of MSI and that MSI has certain intellectual property rights in and to the Event Manager application including, but not limited to, patents, copyrights, trade secrets, trademarks and service marks. Subscriber agrees to retain and treat the Event Manager solution, all specifications and all supporting documentation in strict confidence, and shall not provide, disclose or otherwise make available Event Manager, or any part thereof, in any form to any person or entity, other than its employees, without the prior written consent of MSI. Subscriber shall use its best efforts to prevent and not allow any of such information or materials to be disclosed, used, sold, assigned, leased, sub-licensed, commercially exploited or marketed in any way or matter by Subscriber or its employees, agents or representatives to any third parties. Subscriber shall use its best efforts to

safeguard the confidentiality of Event Manager, shall take steps to advise its employees of its confidential nature and will ensure that they abide by the restrictions and requirements of this Agreement. Further, Subscriber shall immediately advise MSI of any suspected breaches of this Section 6.

(b) MSI acknowledges that the Subscriber Data is confidential and MSI agrees to retain and treat the Subscriber Data in confidence, and shall not provide, disclose or otherwise make available the Subscriber Data, or any part thereof, in any form to any person or entity, without the prior written consent of Subscriber. MSI shall not use the Subscriber Data except to support such data or in the course of providing the Service to Subscriber. MSI shall use its best efforts to safeguard the confidentiality of the Subscriber Data, shall take steps to advise its employees and other involved parties of the confidential nature of the Subscriber Data and will ensure that they abide by the restrictions and requirements of this Section 6. Further, MSI shall immediately advise Subscriber of any suspected breaches by third parties.

7. PASSWORD. When registering for Event Manager, Subscriber shall choose a login name and password. MSI shall provide one client-ID and a PIN number to allow on-line access by an authorized user for up to the number of licenses purchased by Subscriber. An authorized user of Subscriber must be 1) Subscriber, if Subscriber is an individual, 2) a person employed by Subscriber or 3) a person approved by Subscriber. Subscriber shall maintain its client-ID, password and PIN in strict confidence. Subscriber agrees to monitor and require each authorized user's strict compliance with this Agreement. Subscriber may create additional IDs and passwords for up to the number of user licenses purchased by Subscriber, subject to MSI's policies and fees then in effect. All terms and conditions of this Agreement are applicable to all passwords issued under this Agreement and Subscriber is solely responsible for compliance therewith, for all charges incurred for each and every password and for maintaining the security of each and every password. Subscriber is liable for all use of Event Manager if such use is via Subscriber's password(s) and user ID. MSI reserves the right to modify or suspend access to Event Manager at any time for any reason without notice or refund.

8. REPRESENTATIONS AND WARRANTIES.

(a) Subscriber represents and warrants that it has full power and legal authority to enter into this Agreement, carry on its business and conduct the events it intends to and/or will conduct using Event Manager. Subscriber further represents and warrants that it is solely responsible for conducting all events in compliance with applicable federal, state and local laws, regulations and ordinances, it will conduct the events to the best of its ability, and that it will take no action that may injure MSI's rights or interests.

(b) Subscriber represents and warrants that its, and its employees', use of Event Manager will comply with all local, state, federal, and foreign laws, statutes, regulations, policies, requirements and/or standards, including but not limited to all VISA/MasterCard regulations and all Payment Card Industry ("PCI") data security standards, which are or may become applicable to Subscriber's use of the Event Manager solution or any part thereof.

(c) Subscriber represents and warrants that the bank account and/or credit card information provided by Subscriber to MSI shall be valid, existing accounts at the time provided and at all times during the Term hereof.

(d) MSI represents and warrants that it will perform its duties in a commercially reasonable manner, in compliance with applicable federal, state and local laws and regulations and it will take no action that may injure Subscriber's rights or interests.

(e) Subscriber understands and agrees that MSI cannot and does not warrant, assure or guarantee that other users are or will be complying with the foregoing Restrictions on Use or any other provisions hereof, and Subscriber assumes all risk of harm or injury resulting from any such lack of compliance.

(f) EXCEPT AS SET FORTH ABOVE, EVENT MANAGER IS PROVIDED TO SUBSCRIBER "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTY OR REPRESENTATION, WHETHER

ORAL, WRITTEN OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION THEREIN OR PROVIDED BY EVENT MANAGER.

9. DISCLAIMERS

(a) MSI shall not be liable for any damages to, or viruses that may infect Subscriber's computer equipment or other property on account of Subscriber's access or use of Event Manager. Subscriber acknowledges and agrees that Event Manager, as well as the medium Subscriber may use to gain access to such services, are not fault-tolerant and may suffer from service outages, bottlenecks and similar internet system failures. Subscriber agrees that MSI shall have no liability for such failures and that its only recourse shall be limited to terminating this Agreement.

(b) MSI disclaims any and all loss or liability resulting from, but not limited to: a) loss of data; b) loss of software or hardware; c) loss or liability resulting from access delays or access interruptions; d) loss or liability resulting from computer viruses; e) loss or liability resulting from the non-delivery or misdelivery of data; f) loss or liability resulting from any errors, omissions or misstatements in any and all information obtained on or through Event Manager; g) loss or liability resulting from disclosure of confidential data; and h) loss or liability resulting from acts of God.

10. EXCLUSION OF DAMAGES. NEITHER MSI NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE AND/OR DATABASE CONTENT IS LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S ACCESS TO, USE OF, OR INABILITY TO USE, THE SERVICE AND/OR THE CONTENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOODWILL, LOSS OF PROFITS, LOSS OF DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, LITIGATION, OR SIMILAR DAMAGES, UNDER ANY CIRCUMSTANCES, OR THEORY, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY, BREACH OF WARRANTY, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF MSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

11. LIMITATION OF LIABILITY. WITHOUT LIMITING THE FOREGOING, SUBSCRIBER UNDERSTANDS THAT ITS EXCLUSIVE REMEDY AND THE CUMULATIVE LIABILITY OF MSI FOR ANY AND ALL CLAIMS RELATING TO THE SOFTWARE OR SERVICE PROVIDED BY MSI, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO MSI FOR SERVICES WITHIN THE PRIOR YEAR. THE LIMITATION OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUBSCRIBER AND MSI. THE SOFTWARE AND SERVICE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

12. INDEMNIFICATION.

(a) Subscriber shall indemnify and hold harmless MSI, its officers, directors, employees and agents from and against any claims, demands, actions, liabilities, damages, costs or expenses, including court costs and reasonable attorneys fees arising out of or relating to (i) Subscriber's breach of any term or condition of this Agreement; (ii) claims against Subscriber and/or MSI by third parties, including but not limited to any claims made by any person registering and/or attending an event hosted by Subscriber, claims relating to the cancellation of any event and/or claims relating to the use of the Event Manager service; and (iii) any violation by Subscriber of applicable laws, regulations or ordinances relating to the conduct of any event. Subscriber's obligations shall survive the termination of this Agreement.

(b) MSI shall indemnify and hold harmless Subscriber, its officers, directors, employees and agents from and against any claims, demands, actions, liabilities, damages, costs or expenses, including court costs and reasonable attorneys fees arising out of or relating to (i) MSI's breach of any term or condition of this Agreement; and (ii) claims against MSI by third parties, including event registrants, not arising from Subscriber's actions. MSI's obligations shall survive the termination of this Agreement.

13. ASSIGNMENT. Subscriber shall not assign or transfer its rights, or delegate its rights or responsibilities under this Agreement, without the prior written consent of MSI. Any purported assignment or delegation in violation of this Section shall be null and void and of no force or effect. MSI may assign this Agreement and/or payments due hereunder without Subscriber permission or approval.

14. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provision. You agree that any action at law or in equity arising out of or relating to these terms of use shall be filed, and that venue properly lies, only in state or federal courts located in Montgomery County, Pennsylvania, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. No action arising out of the use or license of Event Manager or otherwise under this Agreement may be brought by either party more than one year after the cause of action arises, except that an action for non-payment may be brought at any time within one year of the date of the last payment made hereunder.

15. NOTICES. Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail (return receipt requested, with proper postage affixed) or by personal courier to the address set forth in this Agreement or any more recent address of which the sending party has been apprised.

16. RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership between MSI and Subscriber and, except as set forth herein, neither party shall have the power to control the activities and operations of or bind the other party. MSI's status at all times will be that of independent contractor.

17. ENTIRE AGREEMENT. This Agreement and its Exhibits, which are attached hereto and incorporated herein, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties. This Agreement may be modified or amended only by a writing executed by the parties.

18. BINDING EFFECT AND WAIVER. This Agreement shall be binding upon both parties hereto, their respective heirs, personal representatives, successors, and assigns, and without limitation, any corporate successor by merger, consolidation or other corporate reorganization. No party's failure to exercise any of its rights under this Agreement shall constitute or be deemed to constitute a waiver or forfeiture of such rights or of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

19. SEVERABILITY. If any term or provision of this Agreement is found to be invalid or unenforceable or illegal under applicable law, such provision shall be narrowly construed to such an extent as is necessary to make it enforceable or, if such narrow construction is not possible, deemed to be deleted with the validity or enforceability of the remainder of this Agreement not effected thereby.