

EXHIBIT A

GENERAL TERMS AND CONDITIONS – Marketing Resource Center SOFTWARE & SERVICE

FuseBox One is a fully licensed reseller of the PTI Marketing Technologies, Inc. MarcomCentral System. FuseBox One is licensed and trained to develop, install, maintain and support the PTI MarcomCentral System under the name FuseBox One. The following Terms and Conditions are part of the FuseBox One Customer Agreement (the “Agreement”). FuseBox One shall be referred to as “FB1”. The Customer listed in the Customer Agreement shall be referred to as “End User” hereunder. Customer’s signature on the Customer Agreement indicates that End User agrees to be bound by all such Terms and Conditions. In the event of any expressed or implied conflict or inconsistency between the terms of this Agreement, and any other provision of the FB1 Marcom system, then the terms of this Agreement shall govern solely with respect to such conflict or inconsistency.

FB1 and Customer may be individually referred to as a “Party” or collectively as the “Parties”.

In consideration of the mutual covenants and Agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS. The definitions set forth below and elsewhere in the Agreement shall apply to both their singular and plural form, as the context may require.

(a) **“Marketing Resource Center”** means certain End User-specific applications under this Agreement that can be accessed via the Marketing Resource Center system.

(b) **“Fees”** means the amounts to be paid by End User to FB1.

(c) **“Host Server”** means the computer system(s) and supporting equipment and software located at PTI’s facilities upon which the Marketing Resource Center Application software resides and with which access is provided to End User via the Internet.

(d) **“Intellectual Property Rights”** collectively means any and all copyrights, patents, patent registration rights, business processes, disc rights, mask works, trademarks, trade names, service marks, service names, trade secrets, and know-how rights arising or enforceable under U.S. law, foreign law, or international treaty regime.

(e) **“Marketing Resource Center”** means the proprietary online software as a service system provided by FB1 to End User under this Agreement, including, without limitation, the software (which may include software from Adobe Systems Incorporated, hereinafter referred to as “Adobe”), services and documentation listed in the Customer Agreement, any FB1 Portal created by FB1 hereunder, and any subsequent improvements, updates, modifications or additions thereof, when, and if made available by FB1.

(f) **“Term”** shall have the meaning set forth in the Customer Agreement.

2. LICENSE AND SERVICES

(a) **License Grant.** Subject to the terms of this Agreement, FB1 hereby grants to End User a non-exclusive, non-transferable (without right to sublicense, except as expressly provided herein) right and license to access and use the Marketing Resource Center system solely for End User’s internal use in support of End User’s business activities. The foregoing license includes the right for End User to make use of the electronic mail feature of Marketing Resource Center, and End User represents and warrants to FB1 that any and all such use of such feature by End User: (i) shall comply with all applicable laws (including, without limitation, all such laws regarding unsolicited commercial email (“spam”); and, (ii) shall not cause FB1 to be in violation of any such applicable law.

(b) **Restrictions.** Title to and ownership of the Marketing Resource Center system, as well as all related maintenance documentation and user documentation, and all Intellectual Property Rights in and to the Marketing Resource Center system and such documentation shall at all times remain with FB1, and any reference to the “sale” of the Marketing Resource Center system to End User shall be, and be construed as, a sale of a license to use the Marketing Resource Center system as set forth

herein. Except for the license expressly granted in Section 2(a), this Agreement shall be not construed to grant to End User any right, title, or interest in any Intellectual Property Rights embodied in or associated with the Marketing Resource Center system, or any right to copy, modify, or lease the Marketing Resource Center system, or create any derivative works thereof. Except as permitted under applicable law (and then only to the minimum extent so permitted), under no circumstances shall End User, nor shall End User permit any third party to, reverse assemble, reverse compile, reverse translate or otherwise reverse engineer the Marketing Resource Center system or otherwise attempt to learn or derive the source code, structure, algorithms or ideas underlying the Marketing Resource Center system. In no event shall End User use, or permit any third party to use, the Marketing Resource Center system in any manner not specifically authorized hereunder.

3. PAYMENT OF FEES

(a) **Payment Schedule.** Fees owed by End User to FB1 shall be made in accordance with End User’s Agreement with FB1. End User acknowledges and agrees that a failure by End User to make applicable payments to FB1 shall be deemed a breach of this Agreement by End User, and, without limiting any other provision of this Agreement, such breach shall be subject to the terms of Section 7(b)(i) below.

4. RESPONSIBILITIES OF THE PARTIES.

(a) **End User Responsibilities.** In addition to the other duties set forth in this Agreement End User agrees to perform the following: (i) follow the processes established by FB1 for accessing and using the Marketing Resource Center system; (ii) provide the Internet connection with which access to the Host Server is acquired and maintained; (iii) provide and maintain such Internet connection, including the communications lines, modems, routers, browsers, and/or other equipment, software and services necessary for access to and use of the World Wide Web; (iv) providing an Internet Service Provider and paying all related fees and charges for such Internet Service Provider; and, (vi) provide FB1 with all content, trademarks, logos, and other items necessary for FB1 to provide the Marketing Resource Center system and the Services to End User (**“End User Content”**). End User hereby grants FB1 a worldwide, non-exclusive, limited right and license to display and use the End User Content as necessary and appropriate for FB1 to provide the Marketing Resource Center system and the Services to End User, including, without limitation, displaying, publishing, transmitting, and distributing such End User Content on or through the Marketing Resource Center system, and any Marketing Resource Center portal. End User represents, warrants, and covenants on a continuing basis, that it owns or has obtained all rights, licenses, waiver, permissions, credits, or attributions necessary for FB1 to use the End User Content as contemplated hereunder.

(b) FB1 Responsibilities.

(i) FB1 shall use commercially reasonable efforts to maintain suitable data storage space to maintain system functionality. Except in emergency situations, FB1 will not terminate or disrupt End User’s services if End User’s storage space is fully utilized. Before adding any additional storage space for End User, FB1 will first discuss the need of such additional storage space with End User. All additional storage requirements and pricing must first be approved by End User prior to being implemented by FB1.

(ii) FB1 shall use commercially reasonable efforts to minimize performance interruptions or repair the system in a reasonable time frame. FB1 shall use commercially reasonable efforts to promptly notify End Users of anticipated or existing interruptions in service of any kind.

5. LIMITED WARRANTY; DISCLAIMER. FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING DELIVERY (OR IF APPLICABLE, FOLLOWING THE FIRST DATE UPON WHICH FB1 MAKES ACCESS TO THE SPECIFIC SYSTEM OR SERVICES AVAILABLE TO END USER), FB1 WARRANTS THAT THE MARKETING RESOURCE CENTER SYSTEM AND THE SERVICES SHALL CONFORM, IN ALL MATERIAL RESPECTS, TO THEIR APPLICABLE SPECIFICATIONS (AS MAY BE STATED IN THE DOCUMENTATION OR A STATEMENT OF WORK, AS APPLICABLE). EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE FB1 MARCOM SYSTEM AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS

WITHOUT WARRANTY OF ANY KIND. END USER EXPRESSLY ACKNOWLEDGES THAT FBI ABILITY TO PROVIDE THE FBI MARCOM SYSTEM AND THE SERVICES IS DEPENDENT ON THE AVAILABILITY OF THE TELECOMMUNICATIONS AND INTERNET SERVICE PROVIDERS UTILIZED BY END USER AND THAT FBI HAS NO CONTROL OVER OR RESPONSIBILITY FOR SUCH SERVICE PROVIDERS. FBI DOES NOT WARRANT THE SECURITY, PRIVACY, OR ACCURACY OF ANY MEDIA PROVIDED VIA THE FBI MARCOM SYSTEM, AND END USER AGREES THAT THE USE OF ANY SUCH MEDIA OR OTHER MEDIA BY END USER IS AT END USER'S SOLE RISK. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, FBI DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FBI MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH REGARD TO ANY GOODS OR SERVICES PROVIDED, OR ANY OBLIGATIONS ENTERED INTO, BY END USER AND/OR ANY THIRD PARTY THROUGH USE OF THE MARCOM SYSTEM, THE FBI WEB SITE OR END USER'S WEB SITE, AND FBI SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE FBI INFORMATION PROVIDED TO END USER WILL BE ERROR FREE OR WILL BE SUITABLE FOR END USER'S NEEDS, OR WILL MEET END USER'S REQUIREMENTS, OR THAT A THIRD PARTY WILL PAY OR BE CAPABLE OF PAYING FOR THE GOODS OR SERVICES DELIVERED BY END USER THROUGH AN ORDER PLACED ON JTDI'S WEB SITE OR END USER'S WEB SITE, OR THAT A SUPPLIER OF END USER WILL DELIVER OR BE CAPABLE OF DELIVERING GOODS AND SERVICES ON A TIMELY BASIS THROUGH AN ORDER PLACED ON FBI'S WEB SITE OR END USER'S WEB SITE.

6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED BELOW, EACH PARTY AND ITS LICENSORS SHALL NOT BE LIABLE TO THE OTHER PARTY OR ANY END USER OR OTHER THIRD PARTY UNDER THIS AGREEMENT: (I) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF REVENUE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, WHETHER ARISING UNDER TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF: (I) AMOUNT PAID BY CUSTOMER TO FBI UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES; OR (B) ONE HUNDRED U.S. DOLLARS (\$100). WITHOUT LIMITING THE FOREGOING, CUSTOMER FURTHER AGREES TO BRING ALL CLAIMS REGARDING THE JTDI SYSTEM SOLELY AGAINST FBI AND NOT AGAINST ANY OF ITS THIRD PARTY LICENSORS.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT DO NOT APPLY TO: (A) LIABILITY RESULTING FROM CUSTOMER'S BREACH OF THE LICENSING RESTRICTIONS SET FORTH IN THIS AGREEMENT; (B) LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (C) AMOUNTS REQUIRED TO SATISFY A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

7. TERM AND TERMINATION

(a) Term. If End User has agreed upon a certain term for this Agreement with FBI, then such agreed-upon term shall be applicable to this Agreement. If End User have not agreed upon such a term, then: (i) this Agreement shall begin on the date that this Agreement is accepted by End User, and shall continue for 36 months thereafter (the "Initial Term") unless terminated earlier as set forth herein; and, (ii) the Agreement shall

automatically renew for an additional 24 months (each, a Renewal Term) at the expiration of each term, unless either FBI or End User gives written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then current Term; and, (iii) in such event, the Initial Term and any Renewal Term(s) shall collectively constitute the "Term" of this Agreement.

(b) Termination

(i) For Cause. Either Party may terminate this Agreement upon written notice if the other Party breaches this Agreement and does not cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party; except that either Party may terminate this Agreement immediately upon written notice for a material breach by the other Party of the confidentiality or licensing restriction provisions of this Agreement.

(ii) For Convenience. End User may terminate this Agreement for convenience by providing at a minimum of sixty (60) days prior written notice thereof to FBI. If the End User exercises this option to terminate the Agreement for convenience, the End User agrees to pay FBI an early termination charge of six months (6) of fees or the fees for the number of months remaining in the Term, whichever is less. Such payment shall be made by End User within thirty (30) days following the effective date of termination.

(c) Effect of Termination. Upon any termination or expiration of this Agreement, all licenses granted hereunder shall cease, End User shall immediately cease all use of the Marketing Resource Center system, and End User shall promptly return or destroy any copies of any FBI documentation, or other confidential information of FBI in End User's possession. Any outstanding payment obligation of End User, and Sections 1, 2(b), 5, 6, 7(c), and 8 shall survive any termination or expiration of this Agreement.

8. GENERAL PROVISIONS.

(a) Injunction. End User acknowledges that any breach of the provisions of this Agreement may cause irreparable harm and significant injury to FBI to an extent that may be extremely difficult to ascertain. Accordingly, End User agrees that FBI will have, in addition to any other rights or remedies available to it at law or in equity, the right to seek injunctive relief wherever it deems appropriate to enjoin any breach or violation of this Agreement.

(b) Publicity. Notwithstanding any other provision of this Agreement, except as required by law, neither FBI nor End User shall use the other Party's names or trademarks, and neither Party shall make any public statements relating to the other Party, without such Party's prior written consent, not to be unreasonably withheld or delayed.

(c) Governing Law. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the State of Iowa, USA, without regard to its conflict of law principles or any other principles that would result in the application of another body of law. If any provision of this Agreement is found void or unenforceable, the Parties agree that the remainder of this Agreement shall continue to bind the Parties. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Except for actions taken pursuant to Section 8(a):

(d) Confidentiality: It is expected that the Parties will disclose to each other certain confidential information ("**Confidential Information**") and each Party recognizes the value and importance of the protection of the other's Confidential Information. All Confidential Information of one Party (the "**Disclosing Party**") that is disclosed to the other Party ("**Recipient**") shall remain the sole property of the Disclosing Party (or its licensors), which shall own all rights, title, interest and Intellectual Property Rights therein. Only information which is identified as confidential pursuant to the next paragraph shall be deemed Confidential Information hereunder, except that End User agrees and acknowledges that the Services and the FBI System constitute FBI's Confidential Information.

A Disclosing Party may designate information as confidential by: (a) marking written information or other physical media as "Confidential" prior to disclosure; (b) indicating in the visual display of a program that the program is confidential; (c) identifying oral information as confidential at the time of disclosure to Recipient, or (d) notifying the

Recipient in writing prior to disclosure that certain specifically identified types of information are considered to be confidential.

Except as expressly allowed in this Agreement, the Recipient agrees not to duplicate in any manner the Disclosing Party's Confidential Information or to disclose it to any third party or to any of Recipient's employees not having a need to know same to implement this Agreement. The Recipient shall ensure that any such third party or employee is bound by written confidentiality provisions at least as restrictive as those contained in this Agreement. Each Recipient agrees to keep the Disclosing Party's Confidential Information in a safe and secure place; protect it from unauthorized use or disclosure, and monitor access to it. Recipient shall use the Disclosing Party's Confidential Information solely for the implementation of this Agreement and for no other purpose, whether for Recipient's own benefit or the benefit of any third party.

Recipient's obligations to maintain confidentiality shall not apply to information which Recipient can prove: (i) is or becomes a part of the public domain; (ii) was in Recipient's lawful possession prior to the disclosure and had not been subject to limitations on disclosure or use; (iii) is entirely independently developed by Recipient without any knowledge or reference to the Confidential Information of the other Party; (iv) is lawfully disclosed hereafter to Recipient, without restriction, by a third party who did not acquire the information from the Disclosing Party; or (v) is disclosed to the minimum required by a court of competent jurisdiction after Recipient has obtained a protective order therefore, if available.

(e) Compliance with Laws. End User shall, at its own expense, comply with all applicable laws, regulations, ordinances, or rules relating to its duties, obligations and performance under this Agreement. Without limiting the generality of the foregoing, End User shall comply with all applicable U.S. export laws, in its use of Marketing Resource Center system and in performing its obligations under this Agreement. End User shall not export or re-export, or request FBI to export or re-export, directly or indirectly, any products, and/or technical disc or other media received from FBI, to any country, entity or person prohibited by the U.S. Government. End User acknowledges that compliance with U.S. export laws may cause delays and/or prohibit FBI from exporting the Marketing Resource Center system to certain countries and entities for certain uses. In no event shall JTDI be liable for any such delays or prohibition. In performing its activities hereunder, End User shall also comply with, and take the necessary steps to ensure that FBI is in compliance with (i) the laws and regulations of other applicable countries which prohibit export or diversion of certain technical products to certain countries and individuals and any other applicable law, and (ii) the U.S. Foreign Corrupt Practices Act and Anti-Boycott Regulations.

(f) Indemnity. Each party (the "**Indemnifying Party**") shall defend, indemnify and hold the other party, its officers, directors, employees, agents, subcontractors and suppliers (all such persons and entities being collectively referred to as the "**Indemnitees**"), harmless from and against any claim, action, or suit (each, a "**Claim**") brought by a third party against an Indemnitee, and the Indemnifying Party shall pay any damages, liabilities, losses or expenses (including reasonable attorneys' fees) suffered or incurred by any – Indemnitee in connection with such Claim to the extent arising from or relating to the Indemnifying Party's breach of any of the provisions of this Agreement. The foregoing indemnification obligation shall not apply to the extent, if any, such Claims result from the gross negligence or willful misconduct of any Indemnitee.

(g) Assignment. End User may not assign this Agreement or delegate any or all of its obligations hereunder to any third party without the prior written consent of FBI, such consent not to be unreasonably withheld or delayed. FBI may freely assign this Agreement, or delegate any or all of its obligations hereunder to any third party, provided that any such third party agrees in writing to be bound by the terms of this Agreement. Any attempted assignment or delegation in violation of this Section 8(g) shall be void and without effect.

(h) Non-Exclusivity. Neither Party is precluded from continuing its contractual commitments, or pursuing ongoing operational or marketing activities in connection with the sale or distribution of its products or services.

(i) Independent Contractor. The relationship of the Parties hereunder is that of independent contractors. This Agreement shall not be interpreted or construed to create an association, agency, franchise, employment relationship, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon any Party.

(j) Force Majeure. Except for the obligation to pay money, non-performance by either Party shall be excused solely to the extent that performance is rendered impossible by strike, fire, flood, earthquake, electric or other power outages, telecommunications failures, governmental act or orders or restrictions, failure of suppliers, or any other reasons where failure to perform is beyond the control and not caused by the negligence or default of the non-performing Party.

(k) Notice. All notices and communications, required to be sent hereunder shall be sent to the address listed on the Customer Agreement, in writing, and shall be (i) mailed by first class, registered or certified mail, postage paid; or (ii) delivered personally, by overnight delivery service; or (iii) sent by facsimile, with confirmation of receipt. All notices are effective upon receipt.

(l) Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief or injunctive relief is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the Party may be entitled.

(m) Waiver. Any waiver of compliance with any obligation, covenant, Agreement, provision or condition of this Agreement or consent pursuant to this Agreement shall not be effective unless evidenced by an instrument in writing executed by the Party to be charged. Any waiver of compliance with any such obligation, covenant, Agreement, provision or condition of this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other non-compliance.

(n) Severability. If any term of this Agreement is held to be unenforceable by a court of competent jurisdiction, then such court may substitute the unenforceable term with an enforceable provision which most nearly affects the Parties' intent in entering into this Agreement as reflected in the unenforceable provision. If the foregoing is not possible under applicable law, then the unenforceable provision shall be deleted and the validity or enforceability of the remainder of this Agreement shall not be affected.

9. U.S. Government End Users. The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth therein.

10. Third Parties. End User is hereby notified that Adobe Systems Incorporated, a Delaware corporation, located at 345 Par Avenue, San Jose, California 95110 ("Adobe") and Adobe Systems Software Ireland Limited, a company incorporated in Ireland ("Adobe Ireland") are the suppliers of certain sublicensed software to FBI. End User agrees that they are third-party beneficiaries to the terms of the Agreement that relates to End User's use of the Software, and provisions are made expressly for the benefit of Adobe and Adobe Ireland and are enforceable by Adobe and Adobe Ireland in addition to FBI.

11. Intellectual Property Indemnity.

11.1 Infringement Claim: If End User receives actual notice of any demand, claim, suit or proceeding against End User from a third party that contends that the Marketing Resource Center system infringes any United States or European Union patent or copyright or misappropriates any trade secret of a third party (an "**Infringement Claim**"), End User will provide prompt written notice of such Infringement Claim to FBI and will authorize FBI to have sole control over the defense and/or settlement of such Infringement Claim. Upon FBI's request, End User will provide reasonable cooperation in the defense and/or settlement of the Infringement Claim. If End User complies with all of the requirements above, then FBI will: (i) defend the Infringement Claim at its expense; (ii) pay any damages and costs finally awarded against End User (or payable by End User pursuant to a settlement Agreement) arising out of the Infringement Claim; and (iii) reimburse End

User for reasonable costs and expenses incurred by End User to provide the cooperation requested by FB1 pursuant to this section.

11.2 Limitation of Indemnity: FB1 will have no obligation to indemnify End User regarding an Infringement Claim if the Infringement Claim arose from: (i) End User’s use of the FB1 system not in accordance with the Agreement or for purposes not intended by FB1; (ii) any use of the Marketing Resource Center system in combination with other product(s), equipment, software, or data not supplied by FB1, if but for such combination, the Marketing Resource Center system would not be subject to such Infringement Claim; or (iii) any modification of the Marketing Resource Center system by anyone other than FB1 (other than End User configurable fields within the Marketing Resource Center system application).

11.3 Option to Modify: If any part of the Marketing Resource Center system becomes, or in FB1’s opinion is likely to become, the subject of an Infringement Claim, FB1 may, at its option and expense: (i) replace or modify the Marketing Resource Center system so that it becomes non-infringing and remains functionally equivalent; (ii) procure the right for End User to continue using the Marketing Resource Center; or (iii) terminate this Agreement and give End User a refund for the fees paid for the infringing Marketing Resource Center system.

11.4 Exclusive Remedy: This Intellectual Property Indemnity provision states End User’s exclusive remedy and FB1’s total liability to End User regarding any Infringement Claim in connection with the Agreement.

12. Taxes.

FB1’s prices as reflected in Customer Agreement are exclusive of all applicable Taxes associated with the marketing, sales, distribution and delivery of the Products ordered hereunder. For purposes of this Agreement, “Taxes” shall mean all taxes imposed by an applicable government authority, including but not limited to sales, use, stamp-duty, excise, value-added, withholding and similar taxes and all customs, duties or other governmental impositions, but excluding taxes calculated on FB1’s net income in the United States. End User shall pay all Taxes associated with the sale and delivery of all Products and any collection costs, penalties and interest, associated with the Taxes. If End User is required under applicable law to withhold any part of the payment due FB1 under this Agreement, then Distributor shall increase such amount payable to FB1 such that FB1 receives the same amount that it would have received absent such withholding.

EXHIBIT A - ACCEPTANCE:

END USER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FuseBox One.

Signature: _____

Printed Name: _____

Title: _____

Date: _____