

SOFTWARE DEVELOPMENT AGREEMENT

THIS Software Development Agreement ("Agreement") is made effective the 20th day of Dec 2010 by and between DEVELOPER COMPANY, a company registered in India having its registered office in India at..., ("DEVELOPER"), and CLIENT COMPANY, located at New Jersey,, United States of America ("Client").

WHEREAS, Client desires to have software developed by DEVELOPER; and

WHEREAS, DEVELOPER represents that it has the expertise to develop such a software; and

WHEREAS, DEVELOPER desires to develop software for Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. DEFINITIONS: The following capitalized terms, when used in this Agreement, shall have the meanings ascribed to them in this Section 1:

1.1."Product" shall mean the software program to be developed by DEVELOPER pursuant to this agreement in accordance with the Specifications, together with user manuals, other documentation and any other ancillary materials to be developed by DEVELOPER pursuant hereto.

1.2."Specifications" shall mean the specifications for the Product as directed by Client, together with any additional specifications or modifications to the specifications that may be agreed to in writing by the parties during the term of this Agreement.

1.3."Intellectual Property" shall mean all intellectual property other than the Technology owned by DEVELOPER prior to the Effective Date or licensed to DEVELOPER by a third party, and used in the development of the Product.

Other capitalized terms shall have the meanings ascribed to them in the body of this Agreement.

2. TERMS AND CONDITIONS:

2.1.DEVELOPMENT OF THE PRODUCT: Client hereby retains DEVELOPER to design and develop, and DEVELOPER hereby agrees to design and develop the Product in accordance with (1) the project outline set forth on the Scope of Workl (Exhibit A) and/or (2) the Product Specifications (Exhibit B) developed jointly by Client and DEVELOPER. The parties shall work together in a joint effort to accomplish the tasks and objectives set forth in the Product Specifications. DEVELOPER shall be responsible for delivering and performing only those

professional services specifically identified in the Product Specifications. Any modifications to the Product Specifications shall be pursuant to the Change Order process set forth below.

2.2. CHANGE ORDERS: In the event Client desires to make any modifications to the Product Specifications or a deliverable, Client must provide a detailed change order in writing. This may be provided in the form of email, certified letter, or via technologies and/or tools provided by DEVELOPER. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

2.3. SUPPORT AND MAINTENANCE: Any support and maintenance services, updates, versions, or new releases shall be contracted under a separate agreement between DEVELOPER and Client. Maintenance and support rights or obligations for any third party products or equipment that are used in the Product and are available through the respective vendor(s)/manufacture(s) of such content and equipment shall be assigned by Isotoep11 to Client. DEVELOPER shall not use any intellectual property of any third-party in the Product without Client's written consent.

2.4. CLIENT RESPONSIBILITIES: Client agrees to perform all tasks assigned to Client as set forth in this Agreement, the Product Specifications, or a Change Order, and to provide all assistance and cooperation to DEVELOPER in order to complete timely and efficiently the Product. DEVELOPER shall not be deemed in breach of this Agreement, the Product Specifications, a Change Order, or any milestone in the event DEVELOPER's failure to meet its responsibilities and time schedules is caused by Client's failure to meet (or delay in) its responsibilities and time schedules set forth in the System Specifications, a Change Order, or this Agreement. In the event of any such failure or delay by Client, (i) all of DEVELOPER's time frames, milestones, and/or deadlines shall be extended by the product of the number of days of Client's failure multiplied by two (2); and (ii) Client shall continue to make timely payments to DEVELOPER as set forth in this Agreement, the Product Specifications, and any Change Order(s) as if all time frames, schedules, or deadlines had been completed by DEVELOPER. Client shall be responsible for making, at its own expense, any changes or additions to Client's current systems, software, and hardware that may be required to support operation of the Product. Unless otherwise contracted with DEVELOPER or reflected in a Change Order, Client shall be responsible for initially populating and then maintaining any databases on the Product as well as providing all content for the Product. With the execution of a Change Order specifically asking DEVELOPER to assesses the Client's systems, software and hardware from time to time, DEVELOPER may agree to perform this function at normal DEVELOPER rates.

2.5. ASSIGNMENT OF PROJECT: DEVELOPER reserves the right, and Client hereby agrees, to assign subcontractors to this project to insure that the terms of this agreement are met as well as on-time completion.

3. FEES, EXPENSES, AND PAYMENT

3.1. EXPENSES: Client shall reimburse DEVELOPER for reasonable out-of-pocket travel expenses (collectively, "Expenses"), including transportation, lodging, mileage, and meals incurred in rendering DEVELOPER's professional services. DEVELOPER shall obtain Client's

prior written authorization before incurring any individual expense. All Expenses not paid directly by Client shall be paid within fourteen (14) days of receipt of DEVELOPER's invoice. All Expense reimbursements shall be made at DEVELOPER's direct out-of-pocket costs, without any markup for overhead, administrative costs, or otherwise.

3.2. FEES: Client agrees to pay DEVELOPER for the completion of the Scope of Work as set forth in accordance with Exhibit A hereto a sum of USD 224850 (Two hundred and twenty four thousand eight hundred and fifty dollars only) at the prevailing exchange rates.

3.3. TAXES: Client shall pay, reimburse, and/or hold DEVELOPER harmless for all sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties, whether international, national, state, or local, however designated except income taxes, which are levied or imposed by reason of the performance of the professional services under this Agreement or by use of the Product, except income taxes.

3.4. OTHER FEES: Unless otherwise provided in this Agreement or in a Change Order, payment for all other services rendered by DEVELOPER shall be contracted under a separate agreement between DEVELOPER and Client.

3.5. FORM OF PAYMENT: All payments made to DEVELOPER under this Agreement shall be in United States currency in the form of company check, cashier's check, or electronic wire transfer.

3.6. PAYMENT OF INVOICES: All invoices shall be paid by Client within fourteen (14) days of receipt. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. DEVELOPER may suspend all services on seven (7) days written notice until the amounts outstanding are paid in full.

4. INTELLECTUAL PROPERTY RIGHTS AND LICENSE:

4.1. PRODUCT: All materials, including, but not limited to, software, programs, source code and object code, comments to the source or object code, specifications, documents, abstracts and summaries thereof (collectively, the "Products") developed by DEVELOPER in connection with the provision of the Services to Client, or jointly by Client and DEVELOPER, or by DEVELOPER pursuant to specifications or instructions provided by Client, shall belong exclusively to Client. DEVELOPER acknowledges that the Products shall be deemed "works made for hire" by DEVELOPER for Client, and, therefore, shall be the exclusive property of Client. To the extent the Products are not deemed "works made for hire" under applicable law, DEVELOPER hereby irrevocably assigns and transfers to Client all right, title and interest in and to the Products, including, without limitation, all patent and copyright interests, and agrees to execute all documents reasonably requested by Client for the purpose of applying for and obtaining domestic and foreign patent and copyright registrations.

4.2. PRE-EXISTING INTELLECTUAL PROPERTY:. Notwithstanding any provision of this Agreement to the contrary, any routines, methodologies, processes, libraries, tools or

technologies created, adapted or used by DEVELOPER in its business generally, including all associated intellectual property rights (collectively, the "Development Tools"), shall be and remain the sole property of DEVELOPER, and Customer shall have no interest in or claim to the Development Tools, except as necessary to exercise its rights in the Products. In addition, notwithstanding any provision of this Agreement to the contrary, DEVELOPER shall be free to use any ideas, concepts, or know-how developed or acquired by DEVELOPER during the performance of this Agreement to the extent obtained and retained by DEVELOPER's personnel as impression and general learning. Subject to and limited by Client's intellectual property rights described in Section 4.1 above, nothing in this Agreement shall be construed to preclude DEVELOPER from using the Development Tools for use with third parties for the benefit of DEVELOPER.

4.3. THIRD PARTY LICENSES: In addition to any other fees set forth in this Agreement, Client shall be required to purchase any applicable third party licenses for any third party products that are necessary for DEVELOPER to design and develop the Product. Such third party products may include, but are not limited to: server-side applications, clip art, "back-end" applications, music, stock images, or any other copyrighted work which DEVELOPER deems necessary to purchase on behalf of Client to design and develop the Product. In the event any such third party product exceeds \$250.00 per product (or \$3000.00 in the aggregate), DEVELOPER shall obtain Client's prior written consent before incorporating such third party product into the Product. DEVELOPER shall provide Client with a list of all third party products upon launch of the Product.

5. TERM AND TERMINATION:

5.1. TERM: This Agreement shall be effective as of the Effective Date and shall continue in effect until complete payment of the Development Price or until earlier terminated as provided in this Agreement or until the contracted services as outlined in Exhibit A have been completed.

5.2. TERMINATION FOR CAUSE: This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice.

5.3. EFFECT OF TERMINATION: Client shall pay DEVELOPER for all services rendered and work performed up to the effective date of termination for any reason subject to Client's rights to only pay fair value if Client terminates for cause. DEVELOPER shall provide Client with an invoice for the foregoing fees within thirty (30) days of the effective date of the termination. Client shall pay the invoice within fourteen (14) days of receipt.

5.4. RETURN OF PROPRIETARY OR CONFIDENTIAL INFORMATION: Within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Proprietary or Confidential Information of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such Proprietary or Confidential Information. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial

information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

6. WARRANTIES:

6.1. PRODUCT: DEVELOPER warrants that for a period of 90 (ninety) days from launch of the Product, the Product will operate in accordance with all the material terms of the Product Specifications. All warranty claims not made in writing within such period shall be deemed waived. As the sole and exclusive remedy of Client for breach of the foregoing warranty, DEVELOPER shall, at its option, either correct the nonconformity or refund to Client the dollar amount attributable to the number of actual hours DEVELOPER spent developing the defective portion of the Product. DEVELOPER shall not be liable for failures caused by third party hardware or software (including Client's own systems), misuse of the Product, or the negligence or willful misconduct of Client.

6.2. PERFORMANCE OF PROFESSIONAL SERVICES: DEVELOPER warrants that the professional services will be performed in a workmanlike and professional manner by appropriately qualified personnel.

6.3. Notwithstanding the above, Client's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement.

7.LIMITATION OF LIABILITY: Under no circumstances shall DEVELOPER, its contracted providers, officers, agents, or anyone else involved in creating, producing, or distributing Client's Product be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Product; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Client's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on said Hosting Service.

8. THIRD PARTY DISCLAIMER: DEVELOPER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

9. INDEMNIFICATION OBLIGATIONS:

9.1. CLIENT INDEMNITY: Client agrees that it shall defend, indemnify, save and hold DEVELOPER harmless from any and all demands, liabilities, losses, costs and claims, including

reasonable attorneys' fees, (collectively "Liabilities") asserted against DEVELOPER, its contracted providers, agents, Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to the performance of any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless DEVELOPER against Liabilities arising out of (i) any injury to any person or property caused by any products sold or otherwise distributed in connection with the Product; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; or (iii) copyright infringement and/or litigation regarding content-related disputes.

9.2. DEVELOPER INDEMNITY: DEVELOPER shall indemnify and hold harmless Client (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Client as a result of any claim, judgment, or adjudication against Client arising from a claim that Client's use of the DEVELOPER Content, as permitted under this Agreement, infringes Intellectual Property rights of a third party or arising from a claim which results from DEVELOPER's breach of the warranties and agreements contained in this Agreement.

10. CONFIDENTIALITY: The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, DEVELOPER and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

11. FORCE MAJEURE: Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; U.S. or foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

12. CHOICE OF LAW; VENUE; LIMITATION OF ACTIONS: This Agreement shall be governed and construed in accordance with the laws of Republic of India, and the parties consent to the sole and exclusive jurisdiction of the courts having jurisdiction in Chennai, Tamil Nadu for any dispute arising out of this Agreement. No action by DEVELOPER or Client arising under this Agreement may be brought at any time more than two (2) years after the facts occurred upon which the cause of action arose.

13. INDEPENDENT CONTRACTOR STATUS: The relationship of DEVELOPER to Client will be that of an independent contractor, and neither DEVELOPER nor any employee of DEVELOPER will be deemed to be an agent or employee of Client. It is expressly understood that this undertaking is not a joint venture.

14. NOTICES: Any written notice or demand required by this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.

15. ENTIRE AGREEMENT: This Agreement and all exhibits, schedules, and Change Order(s) set forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.

16. DISPUTES: Client and DEVELOPER agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within ten (10) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in accordance with the rules of International Chamber of Commerce (ICC). The venue of arbitration shall be at Chennai and the language of the arbitration shall be English. The arbitration shall be conducted before an arbitral tribunal consisting of 3 (three) arbitrators. It is hereby agreed by and between the Parties that each Party to the arbitration shall appoint one arbitrator and the two arbitrators shall appoint the third arbitrator to act as the Chairman of the tribunal. The Parties further agree that the arbitral award shall be final and binding on the Parties.

17. SEVERABILITY: In the event that a court finds any provision of this Agreement invalid and/or unenforceable, the parties agree that the remaining provisions shall remain valid and in force.

18. WAIVER: Neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

19. SURVIVAL: The following provisions shall survive termination or expiration of this Agreement: Sections 3 (Fees, Expenses, and Payment), 4 (Intellectual Property Rights and License), 5 (Term and Termination), 7 (Limitation of Liability), 8 (Third Party Disclaimer), 9 (Indemnification obligations), 10 (Confidentiality), 12 (Choice of Law; Venue; Limitation of Actions), 16 (Disputes), and 19 (Survival).

20. DAYS: Unless indicated otherwise, all references to "days" shall mean calendar days.

21.APPROVAL: This Agreement shall not be binding upon DEVELOPER until it has been signed by an officer of DEVELOPER.

22. TRADEMARKS: The Client unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to DEVELOPER, Inc. and/or its assigns for inclusion in the Product are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend DEVELOPER, Inc. its assigns and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

23. LAW AFFECTING ELECTRONIC COMMERCE: The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend DEVELOPER and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce. DEVELOPER, Inc warrants that it will secure, as needed on e-commerce sites, a valid SSL certificate on any site which will transmit, receive, process or have access to sensitive data of any sort.

24. LAWFUL PURPOSE: Client may only use the Product for lawful purposes.

25. ASSIGNMENT: Neither party may not assign this Agreement or any of its rights or obligations or the license hereunder, without the prior written consent of the other.

26. REMEDIES NOT EXCLUSIVE: The remedies available to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.

27. CHOICE OF LAW AND JURISDICTION: This Agreement will be governed and interpreted by the laws of the jurisdiction of Republic of India, without regard to its conflicts of law provisions. The parties hereby irrevocably and unconditionally agree to the non-exclusive jurisdiction of the courts of the jurisdiction of Republic of India, and all courts competent to hear appeals there from.

IN WITNESS WHEREOF, DEVELOPER and Client have executed this Agreement effective as of the date and year first written above.

For DEVELOPER COMPANY

Witness 1

Director

For CLIENT COMPANY

Witness 2

President

EXHIBIT A

SCOPE OF WORK