

WEBQA SERVICE(S) AGREEMENT
For GoLocal Technologies (GLT)

Schedule A

A. Service(s): Software: GoLocalQA Service

Website: http://www.tomsrivertownship.com/

B. WebQA

Activities
& Fees

Subscription Service:

At a Locked-In cost per month for \$450.00

- ☒ GoLocal Business Micro-websites
- ☒ Events & Festivals Micro-websites
- ☒ Branded Mobile App for Citizen Access
- ☒ Hosting and ongoing service upgrades for all designated modules

Implementation, Training and Storage

At a Locked-In one-time cost of \$1500.00

- ☒ One-time setup of business information into portal directory (customer to provide directory information in CSV format)
- ☒ Services selected above consistent with the then current WebQA offering, specifically:
 - A hosted Business Directory that allows businesses to sponsor information and coupons
 - Directory will be branded to look like, and link into, the Customer website
- ☒ Over-the-Web GoLocal Administrator Training included
- ☒ Full user training and support via ongoing webinars, videos and knowledgebase support
- ☒ 10 GB storage free with service(s). Additional 10GB is \$20/month

C. Customer
Activities

Customer agrees to (1) Hold an implementation kickoff meeting with WebQA 15 days after contract signing. (2) Place a "Coming Soon" notice on the home page of the customer website with 30 days of contract signing. (3) "Go Live" by prominently displaying the directory link on the home page and throughout the Customer website within 2 months of contract signing. (4) Allow WebQA to place links to additional resources on the business edit page. (5) Use the administrative tools to approve local businesses as they register. (6) Create a Press Release within 30 days of contract signing to announce and promote the system within your community. (7) Permit WebQA to send mailing(s) to the business owners to create awareness of the product and the optional advertising space.

D. Terms:

Annual Billable Term Starting: February 1, 2013 Ending: January 31, 2014.

Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent.

E. Billing:

Fees are exclusive of all taxes; billed on an annual basis at time of contract and due upon receipt of invoice to secure site, servers and resources necessary to begin project.

If payment is not received within 45 days of invoice due date, WebQA has the right to suspend all services until payment is received. Furthermore, customer is responsible for all costs including attorney fees associated to the collections of invoices over 45 days.

F. Remittance:

All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is

WebQA Accounts Receivable Department
900 S. Frontage Road Suite 110
Woodridge, IL 60517

G. Special:

No special implementation or customization at this time. If required, attach as Schedule 2.

H. Contacts:

Organization Name: Toms River Township

Main Contact Name: Jay Lynch

Title: Township Planner

Address: 33 Washington St.

City: Toms River

State: NJ

Zip: 08753

Work Phone: 732-341-1000

Cell: ---

Email: ---

Fax: 732-341-0828

Billing Contact Name: Township Planner

Title: ---

Address: 33 Washington St.

City: Toms River

State: NJ Zip: 08753

Work Phone: 732-341-1000

Cell: ---

Email: ---

Fax: 732-341-0828

Purchase Order Number: ---

Duns Number: ---

WEBQA SERVICE(S) AGREEMENT

For GoLocal Technologies (GLT)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and Township of Toms River, NJ, a city with its principal place of business at 33 Washington Street, Toms River, NJ ("Customer") is made effective as of February 1, 2013 ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the WebQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined such as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule A, Customer must pay the balance of the current contracted term. This payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$1,500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. SERVICE INITIATION:

Customer agrees to all customer activities as stated on Schedule A.

9. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

10. MISCELLANEOUS PROVISIONS:

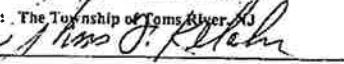
This Agreement will be governed by and construed in accordance with the laws of the state of NJ.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

11. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

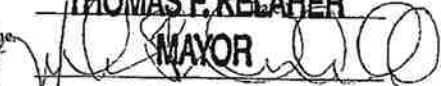
Customer: The Township of Toms River, NJ

Signature: 

Print Name:

Title:

WebQA Inc.

Signature: 

Print Name:

Title:

John Dilenschneider

CEO

Date: 3/15/13