



SEC NOW Conversion Agreement For MassMutual ImageSilo® Customers

SEC NOW Introduction

We have listened to your requests and are proud to introduce our new SEC NOW Solution! After years of development this new technology is finally available to you. This new technology will not only allow you to destroy your documents within hours of uploading them to ImageSilo® but will reduce your monthly costs as well! Please remember that destruction of your paper source documents must be performed in compliance with MassMutual's written policies & procedures (see Company Memorandum for further details).

This new technology involves the archiving of documents that are older than 6 months along with backing up to SEC compliant storage all documents stored on ImageSilo® within an hour of their being uploaded. All of this is done in the background and will minimally impact how you use ImageSilo®.

- Monthly Storage Fee - ~~\$74.99/GB per month~~
 - SEC NOW Storage Fee - **\$24.95/GB per month**
 - SEC NOW Service..... - **\$10.00/month flat fee**

You rarely hear from a vendor that they are reducing your costs and improving their products at the same time! MuniMetriX Systems is dedicated to our customers and to staying on the forefront of technology!

Archived Documents - How it works

All documents in ImageSilo® with a "Document Date" older than 6 months will be archived. If no "Document Date" is present, documents with a "Scanned Date" older than 6 months will be archived.

Once a document is archived you will still be able to search and find the document as you normally do now. When you click on an "archived" document you will see a message box informing you that the document has been archived with a link for you to click on. The "archived" document will then be displayed on your screen.

Archived documents are read only - if you need to make a change, download the document and make the changes then reload it to ImageSilo®.

SEC NOW - Changes You Will See

- **Added Field** - There will be an added field to each of your Projects called "Compliant Date". This field will be populated when we have executed the SEC backup of the document allowing you to destroy your paper copy of that document. This will replace the quarterly DVD burning process. Please remember that destruction of your paper source documents must be performed in compliance with MassMutual's written policies & procedures (see Company Memorandum for further details).
- **Archived Documents** - Once you click on an archived document you will see a message box informing you that the document has been archived and there will be a link to click on to display that document.
- **Price Reduction** - Best of all, once you have been notified that we have completed the conversion process, your monthly storage fee will drop to the new prices.

SEC NOW Conversion Agreement Instructions

- Once we receive the signed SEC NOW Conversion Agreement we will process the request in a timely manner. Requests will be processed on a first come first served basis.
- Once we have converted your account to the SEC NOW technology we will notify you via e-mail. You will also be able to destroy your documents once you see the new "Compliant Date" field populated with a date. Please remember that destruction of your paper source documents must be performed in compliance with MassMutual's written policies & procedures (see Company Memorandum for further details).
- All documents uploaded to ImageSilo® will need to be indexed with the "Scan Date" field and the "Document Date" field.
- You must retain your paper copies of the files that have been scanned to ImageSilo® until you see that the "Compliant Date" field on the scanned documents is populated with a date. Once the "Compliant Date" is populated, you can destroy the paper copy of that document. Please remember that destruction of your paper source documents must be performed in compliance with MassMutual's written policies & procedures (see Company Memorandum for further details).

SEC NOW Conversion Agreement

To execute this Agreement please fill out this form, sign and return via e-mail to support@munimetrix.com or fax to (775) 334-4788.

Agent Name (Main Account Holder - Print Please)

Entity #

Date

Agent Signature*

Agent ID (6 digit MM #)

* By signing this Agreement you confirm that you have read and will comply with the information above and that you agree with the attached Agreements.

ImageSilo® Agent Subscription Agreement

THIS AGREEMENT ("Agreement") between MuniMetriX Systems Corporation ("MMX") and the Agent (herein "Customer") listed on the ImageSilo® Web-Based Paperless Office Solution Order Form ("Order Form") is made to be effective as of the Date on the Order Form ("Effective Date").

1. Services and Use

1.1 Electronic Document Warehousing Services. During the term of this Agreement, MMX agrees to provide Customer electronic document warehousing services known as ImageSilo® and referred to in this Agreement as the "Service(s)". MMX is an authorized reseller of ImageSilo® Service. The Services will allow Customer to electronically store Customer documents and access the stored documents via the Internet. MMX is solely responsible to Customer for the Services.

1.2 Customer Representations. Customer warrants and represents to MMX that: (a) Customer has the power and authority to enter into and perform Customer's obligations under this Agreement; and (b) Customer and Customer's authorized users of the Services shall comply with all provisions of this Agreement and Customer shall be liable for any breach by its authorized users.

1.3 Prohibited Uses. Customer and its authorized users are solely responsible for any and all acts and omissions that occur under any account or password issued to Customer (and its authorized users), and Customer (including for Customer's authorized users) shall not engage in the following unacceptable uses of the Services (a) dissemination or transmission (or establishment of links with ImageSilo®) of material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious, (b) dissemination or transmission of files, graphics, software or other material that infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person, (c) interference, disruption or attempt to gain unauthorized access to other accounts of MMX or any other computer network, and (d) intentional and knowing dissemination or transmission of viruses, Trojan horses or any other malicious code or program.

2. ImageSilo® Use

2.1 ImageSilo®. Customer shall use ImageSilo® and any documentation solely for Customer's business entity. Customer may not attempt to sublicense or otherwise transfer use rights to ImageSilo® or to provide time-sharing or service bureau services for the benefit of or on behalf of any third-party.

2.2 Non-Transferable ImageSilo® Rights. Customer acknowledges that the ImageSilo® documentation is proprietary to DigiTech Systems, Inc. ("DIGITECH") and contains unique, valuable trade secrets which are not transferable to or by Customer. DIGITECH has no obligation, liability or responsibility for the Services.

2.3 Modifications. Customer shall not alter, modify, translate, reverse engineer, de-compile, disassemble or adapt, in whole or in part, ImageSilo® or any documentation. Customer shall not prepare any derivative works of ImageSilo® or any documentation. In the event that Customer shall violate the provisions of this Section, MMX and DIGITECH shall own exclusively all right, title and interest in and to any modifications and derivative works prepared by Customer, its agents or representatives or other persons hired by Customer or for Customer's benefit.

3. Customer Responsibilities. Except as expressly set forth in this Agreement, Customer shall be solely responsible for: (a) the conversion of all documents to electronic form that are to be stored in connection with the Service; (b) providing, maintaining and ensuring compatibility with ImageSilo® and the Services of all hardware, software, electrical and other physical requirements for Customer's use of the Services, including, without limitation, telecommunications and digital transmission connections and links, routers, local area network servers, virus software, firewalls, server and Internet connectivity and Internet browser (the "Customer Browser") and any other equipment and services required to access ImageSilo® and use the Services, except as may be provided by MMX; and (c) any security measures which are Customer's obligation.

4. Fees and Expenses. For the Services, Customer shall pay the fees, expenses and charges ("Fees and Expenses") set forth on the Order Form. Upon Customer's order of Services, all Fees and Expenses applicable to Customer and the Services shall be paid to MMX as they become due and payable under this Agreement.

5. Warranty, Remedy and Limitation of Damages.

5.1 Warranty. MMX warrants and represents that the ImageSilo® and the Services under this Agreement shall perform according to the on-line documentation.

5.2 Remedy. The initial remedy of Customer for a breach of the foregoing warranty shall be limited to the repair or replacement of any defective or non-conforming Service, and if the foregoing is not possible, then a refund of all fees paid on a pro rata basis from the time reported to MMX. Such remedies shall be available to Customer only if MMX is notified within a reasonable amount of time in writing of the defect or nonconformity and is provided with a reasonable opportunity to cure such defect or non-conformity.

5.3 Disclaimer. Except as expressly provided in this Section, the Services are provided (as is) and MMX makes no warranties of any kind, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose with respect to the Services furnished to Customer or other transactions contemplated by this Agreement.

5.4 Consequential Damages. Neither party shall be liable for any special, indirect, incidental, consequential, exemplary, punitive or cover damages (even if the party has been advised of the possibility of such damages) under this Agreement or arising from the performance, attempted performance or nonperformance of ImageSilo® or the Services furnished hereunder, including, but not limited to, damages resulting from the use of or inability to use ImageSilo®, delay of delivery or completion of Services, inaccuracy or misrepresentation of data, or loss of profits, business or goodwill.

5.5 Limitation of Liability. Each party's total liability to the other party for any and all claims, whether in an action in contract or in tort, including, but not limited to, negligence or strict liability, for any loss or injury arising out of, connected with or resulting from each party's performance or breach of this Agreement or the use, performance or nonperformance of each party or the Services provided hereunder, or any part thereof, shall not exceed the total amount of the fees paid by customer to MMX during the prior twelve month period (or portion thereof, if this Agreement has been in effect less than 12 months) for the Services that cause the loss or injury or are the subject matter of the claim or cause of action.

6. Indemnification. Customer shall defend, indemnify, protect and hold MMX and its affiliates, shareholders, directors, officers, employees and agent, harmless from and against any liabilities, actions, losses, costs, expenses (including attorneys fees and costs) or claims incurred by any of them as a result of (a) any misuse of ImageSilo® or the Services provided to Customer hereunder including any resulting from any third-party claim or allegation arising out of or relating to Customer's use of the Services (including any actual or alleged violation of the Use Policy), (b) any claims arising out of Customer's use of any third party's equipment or software with ImageSilo® or the Services based on the alleged infringement or misappropriation of any intellectual or other property rights of any such third-party.

7. Confidentiality.

7.1 During the term of this Agreement, a party will provide the other party with certain confidential and proprietary information ("Confidential Information"). Confidential Information may include a party's trade secrets, information relating to a party's business operations, services, products, research, development, customers, finances, marketing plans and strategy, pricing strategy and shall include any source code, design specifications, drawings and data flow analyses, including customer nonpublic financial information. Notwithstanding the foregoing, the term "Confidential Information" shall not include information that (a) is publicly known at the time of its disclosure, (b) is lawfully received by the receiving party from a third-party not under an obligation of confidentiality to the disclosing party, (c) is published or otherwise made known to the public by the disclosing party, or (d) was generated independently by the receiving party before disclosure by the disclosing party. Each party shall exercise at least the same degree of care to protect the confidentiality of the other party's Confidential Information which such party exercises to protect the confidentiality of such party's own similar Confidential Information, which shall not be less than the industry standard. As long as a party meets this standard of care, such party shall have no additional obligations or liability regarding confidentiality.

7.2 No party, unless required by law or judicial process, shall disclose any of the other party's Confidential Information to any person, or permit any person to use, examine or reproduce such Confidential Information, unless such Confidential Information has become public knowledge through means other than breach of this Agreement. If Customer does not maintain the confidentiality of MMX's Confidential Information, MMX may suspend the Services. If MMX does not maintain the confidentiality of Customer's Confidential Information, Customer may terminate this Agreement. A party shall be entitled to obtain injunctive relief for any continuing violation of this Section in addition to any other remedy or relief to which such party may be entitled.

7.3 Each party to this Agreement will promptly notify the other party if it becomes aware of, or has reason to suspect that there has been, a breach of the other party's Confidential Information. In addition, the parties agree to cooperate with each other in the investigation of any incident involving an actual or potential breach of Confidential Information.

8. Term. This Agreement shall commence as of the Effective Date and shall continue, subject to either party's ability to terminate this Agreement as provided herein. The term of this Agreement shall be on a year-to-year basis, subject to termination as outlined in Section 9.

9. Termination.

9.1 Either party may terminate this Agreement upon the occurrence of a material breach by the other party if the breach has not been cured within thirty (30) days following receipt of written notice thereof.

9.2 Upon expiration or earlier termination of this Agreement:

9.2.1 Customer shall remove or deactivate all data stored on ImageSilo®. The Fees and Expenses shall remain applicable so long as Customer has not complied with this Subsection.

9.2.2 Customer shall pay MMX all unpaid Fees and Expenses up to and including the date of termination.

9.2.3 Access granted to ImageSilo® pursuant to this Agreement shall terminate automatically and Customer shall immediately cease accessing or attempting to access ImageSilo®.

9.2.4 A party's obligations shall cease except for those remaining or required to be performed following such termination.

10. Written Notices. All notices to be sent regarding the terms of this Agreement, relating to disputes, non-renewal or termination shall either be sent by registered or certified mail, return receipt requested, or delivered personally, as applicable, to the attention of the Contract Administrator of MMX or the President or appointed representative of the Customer at their respective addresses on the Order Form or to the address established by written notice pursuant to this Section.

11. Force Majeure. In no event shall MMX be liable for delay in the performance of the Services or for any damages suffered by Customer when such delay or nonperformance is due to causes beyond MMX's reasonable control, including, but not limited to, acts of God, fire, strikes, floods, power outages, communications failures, epidemics, quarantine restrictions, war, insurrection or riot, civil or military authority, compliance with priority orders or preference rating issued by any federal, state or other governmental authority, freight embargoes, car shortages, wrecks, delays in transportation, unusually severe weather (including lightning strikes), interruptions in service or inability to obtain necessary labor or materials.

12. Attorneys' Fees. In the event that an action is brought by a party to enforce this Agreement, the prevailing party shall be entitled to reimbursement of such party's reasonable attorneys' fees and expenses of any kind or nature incurred in connection with such action in addition to any other remedy or relief to which such party may be entitled.

13. Assignment. Neither party may assign its rights and obligations under this Agreement without the other party's prior approval, such approval not to be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns.

14. Complete Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understanding. This Agreement shall not be modified or amended unless in writing and signed by each party.

15. This Agreement shall be governed by the laws of the State of Nevada.

SEC NOW Compliance Agreement

1. In consideration of the fees paid to MuniMetriX (MMX) for the ImageSilo[®] Package chosen on the first page of this Order form, MMX agrees to provide the following services. MMX will ensure cataloguing, processing and storage all documents on a SEC Compliant Storage system.

2. Confidentiality. In providing the services you have chosen, MuniMetriX (a "Data Recipient") will have access to certain of your confidential and proprietary information and that of MassMutual ("MM") (collectively, "Confidential Information"). Confidential Information means any information a Data Recipient receives from you or has access to, in whatever form, verbal or otherwise, including, any business, financial, product plans and customer information and data of any kind.

Data Recipient agree to hold Confidential Information in strictest confidence, not to copy, reproduce or alter it, in whole or in part, or disclose it, other than to a Data Recipient's employees with a need to know, without your prior written consent. In addition a Data Recipient shall not disclose any Confidential Information to any third party other than the Securities and Exchange Commission ("SEC"), its designees or representatives, a state regulator, a securities regulatory organization or an examining authority. In the event that a Data Recipient is required to disclose any Confidential Information to a party named in the preceding sentence because you fail or refuse (except with respect to privileged Confidential information) or is unable to provide such Confidential information within the time requested, a Data Recipient shall: (1) promptly notify you and MM that it has received such a written request; (2) transmit a copy of such request to the Chief Compliance Officer of MM; (3) confirm that you and/or MM has not already responded to such request; and (4) first provide Confidential Information to you and MM for review in order to determine if privilege applies; if such privilege applies, you and/or MM will provide the regulator making the request and the Data Recipient with a privilege log. Nothing in this provision shall be construed as a waiver by you or MM of any legal privilege which would protect certain Confidential Information from disclosure. Furthermore, Data Recipient does not have authority to waive any such privilege on behalf of you and/or MM.

Data Recipient shall agree to be bound by the restrictions contained in this Agreement and is responsible for the actions of its own employees in complying with the restrictions in this Agreement.

The term "Confidential Information," shall not apply to information that:

- (i) is legally in Data Recipient's possession prior to disclosure by you and is not subject to a non-disclosure obligation;
- (ii) becomes part of the public domain not through Data Recipient's fault; or
- (iii) is released in writing by you and MM so that Data Recipient may make public disclosure.

Data Recipient acknowledges that you and MM would sustain immeasurable and/or irreparable harm as a result of any breach of this Agreement. In the event of a breach or threatened breach of this provision, you and/or MM shall be entitled to preliminary and permanent injunctive relief to preserve its rights hereunder, but nothing herein shall preclude you and/or MM from pursuing any other action or remedy. Data Recipient agrees to indemnify MM from and against any loss, damage, cost, expense or injuries you and/or MM may suffer or incur as a result of its breach of these confidentiality provisions.

Except as specified, nothing contained in this Agreement shall be construed to grant any right in or license to Confidential Information. All Confidential Information is and shall remain the property of you and/or MM.

Data Recipient, to the extent applicable, shall secure Confidential Information and maintain its integrity so as to prevent any breach of these confidentiality provisions and immediately report to you and MM any unauthorized use or disclosure of such Confidential Information. Data Recipient agrees to comply with applicable laws and regulations and MM guidelines provided to it related to the Confidential Information. You and MM will have the right to perform audits of MMX performance and procedures under this Agreement.

Furthermore, Data Recipient agrees that it shall treat all 'nonpublic personal information' received from you pertaining to customers of you and MM as confidential information in accordance with applicable laws (as may be amended from time to time), including but not limited to the Gramm Leach Bliley Act, and any other federal or state consumer privacy laws and regulations designed to ensure the confidentiality, security and integrity of such information. Such "nonpublic personal information" includes, without limitation, the name, address, social security number, telephone number, e-mail address, account/policy/contract numbers, health or health care information, financial status, net worth, salary and employer of any such person or individual. Such nonpublic personal information shall only be used by a Data Recipient as required in performance of its services under this Agreement, or as otherwise permitted by applicable laws. Data Recipient shall take such steps as are reasonably necessary to ensure the security and integrity of such nonpublic personal information in its possession.

3. Disposition of SEC Compliant Information. These provisions detail how your SEC Compliant Information shall be disposed of during this program and following your subscription thereto.

- a. In the event any of the following instances occur: (i) you cease making the payments for the services; (ii) you are not subscribed to an active MMX Software Support Agreement; (iii) MMX cease operations; (iv) your agency appointment with MM terminates for any reason; or (v) MM deems it necessary in order to meet its statutory, regulatory or supervisory responsibilities, you authorize Data Recipient, to the extent they possess Confidential Information, to promptly deliver to MM your MM SEC Compliant Information, together with any associated documentation, including any cataloguing information, then in its possession, retaining no copies of the same in any form,

Data Recipient's confidentiality obligations hereunder shall survive the return or destruction of such Confidential Information.

4. Governing Law. This Application and the services provided hereunder shall be construed in accordance with the laws of the State of Nevada without reference to its conflict of law provisions.