

MRI 'SALES REFERRAL PROGRAM' PARTICIPATION TERMS AND CONDITIONS

Introduction:

These terms and conditions describe the participation requirements for the MRI 'Sales Referral Program' and its general policies. MRI Software LLC ("MRI") is solely responsible for the administration of this Sales Referral Program offer. The owners of trademarked names and merchandise used in our promotions do not sponsor and have not endorsed this promotion, nor are they affiliated with MRI in any way. All trademarks are the property of their respective owners with all rights reserved. To participate in the Sales Referral Program promotion, you must be at least 18 years old and a legal resident of the United States with a valid email and mailing address (PO Boxes are not acceptable). Offer not valid to residents where prohibited by law.

How the Promotion Works:

This offer is available to US residents only. Participants must be at least 18 years of age. To receive the Sales Referral Program promotional gift all of the steps must be satisfied, in MRI's sole discretion, as outlined herein:

Step 1 - Current MRI (or MRI's affiliates) client employees (a "Client Employee") must complete the referral registration page in its entirety on www.mrisoftware.com with the Qualified Lead's information. ("Qualified Lead" means a prospective client that has been referred to MRI by you and, at the time Step 1 is completed by you, is not an active lead or opportunity on MRI's then-current pipeline report.)

Step 2- The Qualified Lead must sign a then-current MRI agreement resulting in the sale of greater than \$8,000 in annual term license fees or greater than \$6,000 in first year SaaS fees.

Promotional gift:

As of March 31, 2014, the promotional gift is:

- iPad® mini with Retina® display
- From time to time MRI reserves the right to change the promotional gift to comparable products at the sole discretion of MRI. Any update to such promotional gift shall be reflected in an updated posting of these terms and conditions.

Terms of the MRI New Sales Referral Program offer:

MRI is not responsible for the performance, maintenance or support of any promotional products and gifts nor transactions that you enter into with the manufacturers, advertisers, sponsors, or partners of these promotional products. MRI cannot fulfill any service or support agreements for the promotional products on your behalf, refund any charges you have incurred, or service an account you created with the manufacturer or reseller of the promotional products. You should carefully read the requirements, terms and conditions, privacy policy, and billing practices for each promotional product and gift at the manufacturer's website. The MRI Sales Referral Program promotion is only available to valid Client Employees meeting the terms and conditions of this promotion. MRI partners or employees are not eligible for this promotion. MRI is not liable for errors in shipping or receiving and once MRI has sent the product to the Client Employee, all risk of loss transfers to the subscriber.

Upon delivery of the promotional gift to the Client Employee's address, a delivery confirmation signature will be required. Once the signature is provided (by any person or persons at the address of the Client Employee), MRI will deem this to be proof of delivery.

Tax Liability:

You are responsible for all local, state, and federal taxes on any promotional gifts you receive. MRI requires that anyone receiving gifts valued at \$600.00 and above in any calendar year complete and submit a W-9 form from the Internal Revenue Service in order to allow MRI to comply with IRS reporting requirements.

Choice of Laws/Venue:

You agree that this agreement shall be construed and governed in accordance with the laws of the State of Ohio regardless of the conflict of laws provisions of the jurisdiction where you live or any other jurisdiction. You also agree that the proper venue for any dispute pertaining to this agreement shall be the State and Federal Courts located in the State of Ohio.

Liability Release:

By participating in any MRI promotion, you release MRI and its respective parents, subsidiaries, and other affiliated companies, and the directors, shareholders, officers, employees, or agencies of any of the above organizations, for any and all liability for any injury, death, loss, tax liability or damage of any kind arising from entrant's participation in this program, or resulting from acceptance, possession, use or misuse of any promotional offer or gift. Failure to comply with these Terms and Conditions may result in disqualification from this program. MRI reserves the right, in its sole discretion, to: (i) disqualify from this or any promotion it sponsors now, or in the future, any person it finds, in its sole discretion, has intentionally violated these Terms and Conditions, tampered with the eligibility process, or any other aspect of the promotion; and (ii) cancel or suspend part or all of this program in the event that printing errors, tampering, fraud, unauthorized intervention or other causes beyond MRI's control, corrupt or impair the administration, security or fairness of the program. Any attempt by you or any other person to deliberately undermine the legitimate operation of the program may be in violation of criminal and civil laws; and should such an attempt be made, MRI reserves the right to seek remedies and damages (including attorneys' fees) from you or any other person to the fullest extent permitted by law, including seeking criminal prosecution.

Updates:

MRI may revise these Terms and Conditions in its sole discretion at any time in the future. If you do not accept any of these Terms and Conditions, we ask that you not complete the referral registration page. Your completion of the referral registration page constitutes your acceptance of these Terms and Conditions.

March 24, 2014