

**Q:** What is the 'effective date' of your contract used for?

**A:** The Effective Date is used to determine the contract's renewal date, timing of notification of non-renewal, and timing associated with notification of early termination as well as the start date of the Software Services Initial Term.

**Q:** What is the initial term of your service contract?

**A:** We specify the Initial Term on your Order Form (the standard contract is 1 year beginning with the Effective Date). The contract and services automatically renews for another Initial Term (typically one year) unless either of us lets the other know that they don't want to renew at least 60 days ahead of the automatic renewal date.

**Q:** Who owns the data- the customer or MetaFarms?

**A:** The customer owns their data. MetaFarms has no ownership rights to the data. We are obligated to treat it confidentially. If you terminate the contract we will either return all your data or destroy it, based on your instructions. We will treat your data as confidential information (as described in Section 7 on Nondisclosure of Confidential Information).

**Q:** What are the system requirements?

**A:** Because this is a web-based solution, the only things you need are a broadband internet connection, a browser, and Microsoft Office. Broadband internet access is recommended for maximum performance.

**Q:** How much do software updates cost?

**A:** Since we offer a web-based solution, every time you log in, you'll get the newest "version." Updates are part of your ongoing monthly subscription fee. In fact, you may not even know when updates happen; they are seamless. However, with each update we do email you detailed release notes.

Q: How does your billing work?

A: We will start billing you on a monthly basis for each Software Service as it is “turned on”. This means that you won’t start paying for any particular service until after we’ve got it up and running for you. Typically there is some setup time needed to bring a service online, which could be just hours or 14 days or 30 days or 60 days or longer for a complicated implementation. We would begin billing only the service has been implemented or ‘turned on’.

Our application fees are billed in advance of each month’s provision of services. Payment is due upon receipt of our invoice. With proper notice to you (20 days), we have the right to suspend service if fees remain unpaid for more than 30 days after you receive our invoices.

Our upfront fees (install/setup and training) need to be paid at the time you sign the contract.

The customer pays for MetaFarms’ travel expenses associated with the implementation of the Software Services. This would apply, for example, if we need to make a visit or visits to your main office or to production sites as part of starting-up the information systems.

Q: i-Production is a web based system, what guarantees do you have on uptime or online accessibility?

A: MetaFarms guarantees an uptime (online accessibility) for its Software Services of at least 260 hours each month. If we don’t deliver at least that many hours, we will reimburse you for the difference. The reimbursement will be based on your monthly fees and pro-rated to the amount of time the applications were down relative to the 260-hour baseline. In other words, if we provided only 243 hours of uptime in a month, we would reimburse you for 5% of your monthly fees.

Q: What about cancelling the service, how does that work?

A: Either of us can terminate immediately the Master Contract and Services listed on the relevant Order Forms if you or we are subject to a bankruptcy assignment or if there is an uncured material breach.

We also provide two ways to terminate early. The first is simply for convenience with a 90-day notice. The second is for the filing of a bankruptcy petition.

**Q:** Can MetaFarms refer to me publicly as a customer?

**A:** Yes, MetaFarms has the right to refer to you publicly, either orally or in writing, as a customer of ours. We can put your name or logo on our Web site. Anything else requires your permission. An example might be if we wanted to create a Case Study or White Paper about what we did for you; in that case, we would need your permission.

**Q:** Do you guarantee your software over the web and is it safe?

**A:** Yes, we expect and we have a history of our applications being available 24 hours a day, 7 days a week. What we guarantee is application uptime for at least 12 hours a day, five (business) days a week (6am to 6pm).

We will provide prevailing industry standard security measures for your data and the services we provide e.g. the portal software and application modules. This also includes firewall protection to block outside access to servers and data storage devices as well as maintaining current backup copies of your data.

**Q:** What support services are available to your customers?

**A:** We will be available in our offices by telephone Monday through Friday from 8am to 5pm (Central Time). We will be available by cell phone or pager Monday through Friday from 6am to 6pm.

**Q:** What is the MetaFarms Business Model?

**A:** We chose a recurring-revenue business model specifically because it's the only software sales model that allows for robust product support and long-term product development and enhancements. In the traditional software sales model a company's revenue typically drops substantially in the out years, when the rate of new sales drops off and the company has to sustain itself from annual maintenance contract revenue. This usually causes a halt in product development and the slow death of a software solution. In contrast, the software-as-a-service model makes for a highly sustainable business over the long run and essentially "forces" our company to provide excellent customer service while continuously enhancing and developing the product.