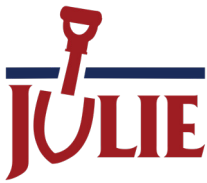


Requirements for Use of JULIE API's

JULIE provides API's to enable developers to perform various ticket-related functions, including but not limited to submitting positive responses, adding attachments, creating new tickets, extending tickets, requesting re-marks, and more. To integrate with these API's, the following requirements must be met and agreed upon prior to gaining access to the system.

1. An NDA must be signed and remain in place for the extent the API's are in use
2. None of JULIE's data, including but not limited to, mapping, images, customers, members can be used outside of the agreement in any way
3. None of the services offered by JULIE can be monetized in tiers. All JULIE's API's must be available to everyone within your system not dependent on tiers or price
4. If any special requirements, suggestions, modifications or additions to JULIE's API's are the sole property of JULIE and will be offered to all approved API users

| | |
|--------------|----------------------|
| Company | <input type="text"/> |
| Printed Name | <input type="text"/> |
| Signature | <input type="text"/> |
| Date | <input type="text"/> |



JULIE INC Non-Disclosure Agreement for API Access

This Non-Disclosure Agreement and API Agreement ("Agreement") is effective between _____ and JULIE INC. to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available between each party. _____ and JULIE INC. hereinafter may be individually referred to as "Party" or collectively as "Parties" or designated as "Disclosing Party" or "Receiving Party".

In reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. The Parties will not use or disclose any business and/or technical information of the other, that has been designated in writing, as "Confidential" or "Proprietary", without prior written consent and then only to the extent specified in such consent. Such Confidential and Proprietary information may be disseminated within the Parties' own organization only to the extent reasonably required for purposes hereof.

2. Subject to the limitations below, information the Parties intend to designate as "Confidential" or "Proprietary" will include, but not necessarily be limited to, information regarding digital information and any derived products, business plans, trade secrets, patents, processes, techniques, engineering, manufacturing, marketing, servicing, financing, client, or prospect information, or personnel matter, and whether in oral, written, graphic or electronic form. Confidential and Proprietary Information shall not include information that

- (a) is readily available to the public through no act or failure to act on the part of the receiving party;
- (b) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure;
- (c) subject of a prior written permission to disclose provided by disclosing party;
- (d) is disclosed under operation of law;
- (e) is disclosed by the receiving party with disclosing party's prior written approval

3. The Receiving Party agrees that at all times during the term of this Agreement and thereafter that it will take all reasonable steps necessary to hold all Confidential and Proprietary Information in trust and confidence and shall not disclose any Confidential or Proprietary information to any third party. In the event that the disclosure of any Confidential or Proprietary Information is required by a lawful subpoena or court order issued or directed to the Receiving Party in possession of this information, notice of the requirement to disclose this information pursuant to subpoena or court order shall be given to the Receiving Party as soon as possible and the Receiving Party shall seek to have the Confidential or Proprietary Information produced subject to a Protective Order entered by the Court.

4. The Receiving Party recognizes and agrees that nothing in this Agreement shall be construed as granting any rights by license or otherwise to any Confidential or Proprietary information disclosed pursuant to this Agreement, or to any inventions or patents, trade secrets, copyrights, trademarks or other intellectual property right that has issued or that may issue, based on such Confidential or Proprietary Information. All Confidential or Proprietary Information (including all copies thereof) shall at all times remain the property of the Disclosing Party and shall be returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement. Confidential and Proprietary Information shall not be reproduced in any form except as reasonably required to accomplish the intent of this Agreement.

5. This Agreement shall continue in full force and effect for so long as the Parties continue to exchange Confidential or Proprietary Information. This Agreement may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. The Parties' obligations under this Agreement shall survive termination.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to conflict of laws principles. The Parties hereby consent to personal jurisdiction and venue in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois. The Parties hereby agree that the non-breaching Party shall be entitled to specific performance of the breaching Party's obligations under this Agreement, as well as such further relief as may be granted by the Court.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS AUTHORITY TO DO SO.

(_____)

Name: _____

Signature: _____

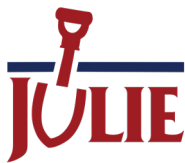
Date: _____

JULIE, INC

Name: _____

Signature: _____

Date: _____



JULIE INC. API Access Request Form

PRIMARY REQUESTER

Last Name First _____
Phone Number _____
Email _____
Job Title _____

MANAGER

Last Name First _____
Phone Number _____
Email _____
Job Title _____

Application Name/
Vendor Name

Business Need/
Application Purpose

Requested Member
Codes

Additional
Comments

Attachment Limitations

Attachment max size = 42mb each
Allowed file types "jpg", "jpeg", "png", "gif", "bmp", "tif", "tiff", "zip", "pdf", "doc", "docx", "xls", "xlsx", "txt", "csv", "7z"

TERMS OF USE

Scope

The JULIE APIs are available only to registered and approved development teams. By accessing or using the JULIE's APIs, you are agreeing to the terms below, as well as any relevant flow-through agreements, such as your company's Privacy and Security Agreements.

Data Rights and Usage

To access the data in these APIs, you are required to provide contact information as part of the registration process. Any registration information provided must be kept up to date and you must inform JULIE Member Services of any changes to contact information so that we can provide you with updates which may impact your usage of the APIs.

The credentials issued to you to authenticate and access data in the APIs are to be used only by you and to identify any software which you are using with the APIs. You agree to keep your credentials confidential. Credentials must be secure and not exposed or accessible in the applications.

Service Terminations

You may terminate this agreement at any time by discontinuing the use of the APIs. JULIE reserves the right to revoke API access, if JULIE determines that use violates any JULIE policy or any flow-through agreements, or to prevent abuse.

Security

You agree to secure the data to ensure that all data transmissions are authorized and protect all beneficiary-specific data from unauthorized access. You are responsible for the privacy and security of all API transactions.

To use the JULIE APIs, you must attest – upon registration and whenever any software makes any API calls – that the software meets the security requirements in JULIE' security policies, NIST Special Publication 800-53, and the FedRAMP moderate security control baseline.

***Signatures provide agreement to the above Terms of Use**

Primary Signature _____
Printed Name _____
Company Name _____
Title _____
Date _____

Manager Signature _____
Printed Name _____
Company Name _____
Title _____
Date _____

Email Completed Form to: MemberInfo@Julie1Call.com