

MASTER SUBSCRIPTION AGREEMENT

MS2C TERMS OF USE:

BY CLICKING THE “I ACCEPT” BUTTON DISPLAYED AS PART OF THE TRIAL OR ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) GOVERNING YOUR USE OF THE MS2C ONLINE SERVICE, INCLUDING OFFLINE AND MOBILE COMPONENTS (COLLECTIVELY, THE “SERVICE”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE “I DECLINE” BUTTON AND MAY NOT USE THESE SERVICE.

THIS AGREEMENT IS BETWEEN YOU AND GEM-UP CONSULTING. THE SERVICE IS HOSTED FOR GEM-UP CONSULTING BY SALESFORCE.COM. BY AGREEING TO THESE TERM YOU ARE ACCEPTING THE SALESFORCE.COM PLATFORM TERMS OF USE.

AS PART OF THE SERVICE, GEM-UP CONSULTING WILL PROVIDE YOU WITH THE USE OF THE SERVICE, INCLUDING A BROWSER INTERFACE AND DATA ENCRYPTION, TRANSMISSION, ACCESS AND STORAGE. YOU REGISTRATION FOR, OR USE OF, THE SERVICE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY THIS AGREEMENT INCLUDING ANY MATERIAL AVAILABLE ON THE MANAGEMENTSCORECARDS.COM WEBSITE INCORPORATED BY REFERENCE HEREIN, INCLUDING BUT NOT LIMITED TO OUR PRIVACY STATEMENT AND SECURITES POLICIES. FOR REFERENCE, A DEFINITION SECTION IS INCLUDED AT THE END OF THE AGREEMENT.

1. Privacy and Security; Disclosure

GEM-UP CONSULTING’s privacy and security policies may be viewed at http://www.managementcorecards.com/download/Legal_Privacy_Statement.pdf

. GEM-UP CONSULTING reserves the right to modify its privacy policy and security policies in its reasonable discretion from time to time. Individual users or administrators, when they initially register, will be asked to whether or not they wish to receive marketing, newsletters and other non-critical Service-related communications from GEM-UP CONSULTING from time to time. They may opt out of receiving such communications at that time or at any subsequent time. Because the Service is a hosted, online application, GEM-UP CONSULTING or salesforce.com occasionally may need to notify all users of the Service (whether or not they have opted out of receiving notifications) of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that GEM-UP CONSULTING can disclose the fact you are a paying customer.

2. License Grant and Restrictions

GEM-UP CONSULTING hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by GEM-UP CONSULTING and its licensors. You may not access the Service if you are a direct competitor of GEM-UP CONSULTING, except with GEM-UP CONSULTING's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet links to the Service or frame or mirror any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing for Users who have terminated employment or otherwise changed job status of function and no longer use the Service.

You may use the Service only for you internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the Customer Data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

Certain editions of the Service, offer integration capabilities via an application programming interface ("API"). You are limited to the use of the API as follows: 1,000 calls/day/User (aggregated over all Users under the account), up to an aggregate maximum of 1,000,000 calls/day/account.

If you are ordering salesforce.com Force.com service through GEM-UP CONSULTING, then you will be granted to the Force.com platform facilities and also certain limited parts of the salesforce.com CRM service as defined in the Service help text. You may not use or create CRM functions other than those described in the Service help text even if your account has access to them. If you require additional facilities of the salesforce.com CRM service you must order those additional services directly from salesforce.com If you are in any doubt as to what facilities you are permitted to use then please consult your GEM-UP CONSULTING representative.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, provincial, state, national and foreign laws, treaties and regulation in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify GEM-UP CONSULTING immediately if any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GEM-UP CONSULTING immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another MS2C user or provide false identity information in order to gain access or use the Service.

4. Account Information and Customer Data

GEM-UP CONSULTING does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not GEM-UP CONSULTING, shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and GEM-UP CONSULTING shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), GEM-UP CONSULTING will make available to you a file of your Customer Data within 30 days of termination if you so request at the time of termination. GEM-UP CONSULTING reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including without limitation, your non-payment. Upon termination for cause, your right to access to access or use your Customer Data immediately ceases, and GEM-UP CONSULTING shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

GEM-UP CONSULTING alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the MS2C Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey you to any rights of ownership in or related to the Service, the MS2C Technology or the Intellectual Property Rights owned by GEM-UP CONSULTING. The GEM-UP CONSULTING name, the GEM-UP CONSULTING and MS2C logo, and the product names associated to the Service are trademarks of GEM-UP CONSULTING or third parties, and no right or license is granted to use them.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors or partners showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated to such activity, is solely between you and the applicable third-party. GEM-UP CONSULTING and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. GEM-UP CONSULTING does not endorse any sites on the Internet that are linked through the Service. GEM-UP CONSULTING provides these links to you only as a matter of convenience, and in no event shall GEM-UP CONSULTING or its licensors be responsible for content, products or other materials on or available from such sites. GEM-UP CONSULTING provides the Service to you pursuant to the terms and conditions of this Agreement.

You recognize, however, that certain third party providers of ancillary software, hardware or services may require your agreement to additional or different licenses or other terms prior to your use or access to such software, hardware or services.

Service features that interoperate with external service such as Google Docs or Google Graphs depend on the continuing availability of the relevant application programming interfaces (“API”) and program for use with the Services. If a third party ceases to make available or support relevant API, GEM-UP CONSULTING may cease providing such Service features without entitling you to any refund, credit or other compensation.

The MS2C Service does not transmit your Customer Data outside the Service, however should you transmit Customer Data to any other service or other application, whether or not you use the MS2C Service to do this, you do this at your own risk and you acknowledge that the security and validity of the Customer Data is your responsibility.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. Payment must be made annually in advance. All payment obligations are non-cancelable and all amounts paid are nonrefundable.

You are responsible for paying for all Users licenses ordered for the License Term, whether or not such User licenses are actively used. You must provide GEM-UP CONSULTING with valid credit card or approved purchase order information as a condition of signing-up for the Service. An authorized License Administrator may add licenses by ordering new User licenses. Added licenses will be subject to the following: (i) added licenses will be coterminous with the pre-existing License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charge in full for that billing month. GEM-UP CONSULTING reserves the right to modify its fees and charges and to introduce new charges at time, upon 30 days notice to you, which notice may be provided by e-mail.

8. Excess Data Storage Fees

The maximum disk storage space provided to you at no additional charge is the greater of 1 GB or an aggregate of 20MB per User license. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. GEM-UP CONSULTING will use reasonable effort to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by GEM-UP CONSULTING to so notify you shall not affect the responsibility for such additional storage charges. GEM-UP CONSULTING reserves the right to establish or modify its general practices and limits relating to storage of Data.

9. Billing and Renewal

GEM-UP CONSULTING charges and collects in advance for use of the Service. GEM-UP CONSULTING will automatically renew and bill your credit card or issue an invoice to you each year of subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number or total User licenses times the license fee in effect during the prior term, unless GEM-UP CONSULTING has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. GEM-UP CONSULTING's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only country, federal or provincial taxes based solely on GEM-UP CONSULTING's income. You agree to provide GEM-UP CONSULTING with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number and authorized billing contact and License Administrator. You agree to update this information within 30 days of any change of it. If the contact information you have provided is false or fraudulent, GEM-UP CONSULTING reserves the right to terminate your access to the Service in addition to any other legal remedies. Unless GEM-UP CONSULTING in its discretion determine otherwise: (i) entities with headquarters in the United States and Canada will be billed in U.S. dollars; and (ii) all other entities will be billed in U.S. dollars, British Pounds, Euros or local currency and be subject to Canadian or non-Canadian payment terms and pricing scheme at the discretion of GEM-UP CONSULTING. If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment credit.

10. Non-Payment and Suspension

In addition to any other rights granted by GEM-UP CONSULTING herein, GEM-UP CONSULTING reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts and arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or GEM-UP CONSULTING initiates a termination of agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that GEM-UP CONSULTING may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

GEM-UP CONSULTING reserves the right to impose a reconnection fee in the event you are suspended and thereafter access the Service. You agree and acknowledge that GEM-UP CONSULTING has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

11. Termination upon Expiration/Reduction in Number of Licenses

This agreement commences on the Effective Date. The Initial Term will be as you elect during the on-line subscription process or as otherwise mutually agreed upon in an Order Form. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at GEM-UP CONSULTING's then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least 45 days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. You agree and acknowledge that GEM-UP CONSULTING has no obligation to retain Customer Data, and may delete such Customer Data, more than 30 days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the MS2C Technology or Service will be deemed material breach of this Agreement. GEM-UP CONSULTING in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, GEM-UP CONSULTING may terminate a free account at any time in its sole discretion. You agree and acknowledge that GEM-UP CONSULTING has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not occurred within 30 days of notice of such breach.

13. Non-Payment and Suspension

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. GEM-UP CONSULTING represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online MS2C help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

14. Mutual Indemnification

You shall indemnify and hold GEM-UP CONSULTING, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agent harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney's fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the right of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you your representations and warranties; or (iii) a claim arising from the breach by you of your Users of this Agreement, provided in any such case that GEM-UP CONSULTING (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release GEM-UP CONSULTING of all liability and such settlement does not affect GEM-UP CONSULTING's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

GEM-UP CONSULTING shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney's fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a Canadian patent issued as of the Effective Date or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by GEM-UP CONSULTING of its representations and warranties; or (iii) a claim arising from breach of this Agreement by GEM-UP CONSULTING; provided that you (a) promptly given written notice of the claim to GEM-UP CONSULTING; (b) give GEM-UP CONSULTING sole control of the defense and settlement of the claim (provided that GEM-UP CONSULTING may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to GEM-UP CONSULTING all available information and assistance; and (d) have not compromised or settled such claim. GEM-UP CONSULTING shall have no indemnification obligation, and you shall indemnify GEM-UP CONSULTING pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

15. Disclaimer of Warranties

GEM-UP CONSULTING AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. GEM-UP CONSULTING AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR CUSTOMER DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OF DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AVAILABLE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY GEM-UP CONSULTING AND ITS LICENSORS.

16. Internet Delays

GEM-UP CONSULTING'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, GEM-UP CONSULTING IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR AND OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Notice

GEM-UP CONSULTING may give you notice by means of a general notice of the Service, electronic mail to your e-mail address on record in GEM-UP CONSULTING's account information, or by written communication sent by first class mail or pre-paid post to your address on record in GEM-UP CONSULTING's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to GEM-UP CONSULTING (such notice may be deemed given when received by GEM-UP CONSULTING) at any time by any of the following: letter sent by confirmed facsimile to GEM-UP CONSULTING at the following fax number: +1-800-304-2241 ; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to GEM-UP CONSULTING at the following address: GEM-UP CONSULTING, 579A Lakeshore Road East, PO BOX 39537, Mississauga, ON, L5G 4S6, Canada.

19. Modification to Terms

GEM-UP CONSULTING reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such change.

20. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of GEM-UP CONSULTING but may be assigned without your consent by GEM-UP CONSULTING to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of GEM-UP CONSULTING or salesforce.com directly or indirectly owning or controlling 50% or more of you shall entitle GEM-UP CONSULTING to terminate this Agreement for cause immediately upon written notice.

21. General

This Agreement shall be governed by the law of Ontario, Canada.

22. Definitions

As used in this Agreement and in any Order Form now or hereafter associated herewith: “Agreement” means this online terms of use, any Order Forms, whether written or submitted online, and any materials available on the MANAGEMENTSCORECARDS.COM website specifically incorporated by reference herein, as such materials, including the term of this Agreement, may be updated from time to time in its sole discretion; “API” means Application Programming Interface; “Content” means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; “Customer Data” means any data, information or material provided or submitted by you to the Service in the course of using the Service; “Effective Date” means the earlier of either the date this Agreement is accepted by selecting “I Accept” option presented on the screen after this Agreement is displayed or the date you begin using the Service; “Initial Term” means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; “Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; “License Administrator(s)” means those Users designated by you who are authorized to purchase license online and create user accounts and otherwise administer your use of the Service; “License Term(s)” means the period(s) during which a specified number of Users are licensed to use the Service; “Order Form(s)” means the form submitted on-line or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the term of such Order Form, the terms of this Agreement shall prevail); “GEM-UP CONSULTING Technology” means all of GEM-UP CONSULTING’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by GEM-UP CONSULTING in providing the Service; “Service(s)” means the specific edition of MS2C developed, operated, and maintained by GEM-UP CONSULTING, accessible at www.managementscorecards.com or another designated web site or IP address, or ancillary online or offline products and services provided to you by GEM-UP CONSULTING, to which you are being granted access under this Agreement, including the GEM-UP CONSULTING Technology and Content; “User(s)” means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you.