SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (this "Agreement") effective July 1, 2015 (the "Effective Date") by and between CAP60, Inc., a Nevada corporation ("COMPANY" or "LICENSOR") and GILA COUNTY, a political subdivision of the state of Arizona, by and through its Community Services Department ("SUBSCRIBER"). COMPANY and SUBSCRIBER hereby agree that the following terms and conditions will apply to Software (as defined below) provided by COMPANY to SUBSCRIBER.

WHEREAS, COMPANY owns the Software (defined below), which is demonstrated, marketed and licensed by COMPANY under the name "Community Action Agency Data Management System".

WHEREAS, SUBSCRIBER desires to utilize the Software and COMPANY desires to grant such a license, on the terms and subject to the conditions set forth herein.

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1. "Authorized Site" means any location at which a Licensee (or any employee, consultant or contractor of a Licensee) is physically located or otherwise performs his or her duties as an employee, consultant, or contractor of Licensee.

1.2. "Documentation" means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software.

1.3. "Licensee" means Subscriber, together with their respective employees, consultants, and contractors, provided that the employee, consultant, or contractor is using the Software in the performance of his or her duties as an employee, consultant, or contractor of Licensee.

1.4. "License Fee" means the fee to be paid by Licensee to Licensor as consideration for the license granted under this Agreement and the right to use the Software and the Documentation.

1.5. "Software" means the computer program or programs marketed as "Community Action Agency Data Management System" in object code form only, and any Documentation. Software includes any updates, modification, bug fixes, enhancements, or other modifications.

2. LICENSE.
Subject to all terms and conditions of this Agreement, COMPANY agrees to license the Software to SUBSCRIBER for use at Authorized Sites during the term of this Agreement, and SUBSCRIBER hereby accepts such license.

3. TERM.
The term of this Agreement shall begin on the Effective Date and remain in effect for a period of one (1) year ending on June 30, 2016 (the "Term"). Any renewal or extension of the foregoing Term shall require the express written consent of SUBSCRIBER and COMPANY. The SUBSCRIBER shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties. Should either party elect to cancel the agreement

4. LICENSE FEE.
In consideration of the license described herein, details are described in Exhibit A of this contract, by mention made a binding part of this agreement as set forth herein.

5. ACCESS AND AVAILABILITY.
The SUBSCRIBER shall be solely responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Software, and for paying all third-party access charges incurred while using the Software.

6. SECURITY.
SUBSCRIBER shall notify COMPANY immediately of any unauthorized use of a Licensee's account (including, if applicable, the passwords and accounts of each user accessing the Software by means of an account established by SUBSCRIBER) or any other breach of security, in each case, to the extent SUBSCRIBER has actual knowledge of same. COMPANY will not be liable for any loss or damage arising from SUBSCRIBER's failure to comply with these requirements

7. PROPRIETARY SOFTWARE AND LICENSE.
Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to SUBSCRIBER a nonexclusive, nontransferable license in the Software, for use by the Licensee at the Authorized Sites. Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to any Licensee or any third party. SUBSCRIBER shall not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. SUBSCRIBER shall not distribute the Software to any persons or entities other the Licensee, and its respective employees, consultants, or contractors. SUBSCRIBER may not sell the Software to any person or make any other commercial use of the Software. SUBSCRIBER shall retain all copyright and trademark notices on the Software.

7.1 SUBSCRIBER may not assign, sublicense, or transfer its rights under this Agreement or delegate its obligations under this Agreement (in each case, other than to a Licensee) without Licensor's prior written consent, which will not be unreasonably withheld. This Agreement shall be binding upon the successors and assigns of the parties to this Agreement.

7.2 The SUBSCRIBER acknowledges, and agrees, that the SUBSCRIBER, its employees and agents, are expressly prohibited, directly or indirectly, from attempting to discover the source code, underlying algorithms, or technology of the Software; renting, leasing, selling, assigning, or transferring rights to the Software; modifying or making derivative works based on the Software; or using the Software in any service bureau or timeshare capacity. The SUBSCRIBER acknowledges, and agrees that COMPANY retains exclusive ownership throughout the world of its Software, including portions or copies, and all rights not expressly granted to the SUBSCRIBER are reserved by COMPANY.

8. USE RESTRICTIONS.

SUBSCRIBER may not use the Software for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list. SUBSCRIBER agree not to transmit, or permit SUBSCRIBER's employees to transmit, through the Software any unlawful, harassing, libelous, abusive, threatening, vulgar, obscene or otherwise objectionable material of any kind. SUBSCRIBER agrees to only use the Software for purposes authorized herein, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. SUBSCRIBER agrees to defend, indemnify and hold company harmless against any claim or action that arises from subscriber's use of the software in an unlawful manner or in any manner inconsistent with the restrictions and policies stated herein.

9. TERMINATION OF AGREEMENT.

This Agreement will terminate automatically upon expiration of the Term, but may be renewed pursuant to Section 3 of this Agreement.

10. RIGHTS ON TERMINATION.

COMPANY has and reserves all equitable rights and remedies to enjoin the unlawful or unauthorized use of Software. On termination all rights granted to SUBSCRIBER under this Agreement shall cease, and SUBSCRIBER will promptly return all copies of the Software to COMPANY (or alternatively, destroy all of the SUBSCRIBER'S copies of the Software, and so certify to COMPANY in writing within fourteen (14) days). All indemnity provisons set forth herein shall survive any termination of this Agreement, as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default. Upon termination of this Agreement for any reason, all data generated, compiled, captured or used by, for or on behalf of the SUBSCRIBER in

connection with it access and use of the Software and Product Documentaiton at any time during the Term (collectively, "Subscriber Data") Data export from CAP60 at the time of contract termination will be implemented via the CAP60 report features which enable the client to export the data to Excel documents. Other methods of exports can be evaluated to assess costs and time frame.

11. SUBSCRIBER SUPPORT.
COMPANY, or its designee(s), shall provide Email or Telephone support during normal business hours (7:00 A.M. to 5:00 P.M. Pacific Standard Time Zone) Monday-Friday. Further details are described in Exhibit A of this contract.

12. SUBSCRIBER DATA.
COMPANY warrants that all data inputted into the Software by the SUBSCRIBER (collectively, "Subscriber Data"), is and shall remain the exclusive property of such Subscriber. All SUBSCRIBER Data is considered confidential. COMPANY will not share, rent, sell, trade or otherwise disclose any SUBSCRIBER Data.

13. RELATIONSHIP OF PARTIES.
COMPANY, in providing the Software and Documentation, is acting as an independent contractor and does not undertake by this Agreement or otherwise to perform any regulatory or contractual obligation of the SUBSCRIBER. COMPANY has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by COMPANY under this Agreement.

14. OWNERSHIP.
COMPANY is the sole and exclusive owner of the Software and Documentation and all intellectual property rights therein. Except for the limited license granted herein the SUBSCRIBER acquires no rights therein.

15. LIMITATION OF LIABILITY.
COMPANY will support and maintain the current version of the GMS Bridge and DES dashboard. However, any changes, updates, upgrades to CAP60, GMS or DES which require further development of the DES dashboard and or the GMS Bridge is not responsibility of CAP60 under this contract. In the event if any Software is defective, the SUBSCRIBER's exclusive remedy shall be for the COMPANY to replace defective Software media; if the COMPANY is unable to replace the media within thirty (30) days of notification by the SUBSCRIBER of a defect, SUBSCRIBER's sole remedy is to terminate this Agreement, at which time the COMPANY will refund any and all license or other fees paid by SUBSCRIBER pursuant to this Agreement.
In no event shall any party's total liability exceed the amount actually paid by the subscriber under this agreement. No party shall be liable to anyone for any indirect, incidental, consequential, special, exemplary, punitive, or other damages of any type or kind (including loss or inaccuracy of data, revenue, or profits) arising out of, or in connection with, the software or the inability to use the software, even if company has been previously advised of the possibility of such damages.

16. GOVERNING LAW, VENUE AND ATTORNEYS FEES.
This Agreement will be governed and construed in accordance with the laws of the State of Arizona, United States of America, without giving effect to principles of conflict of laws. Any dispute arising under this Agreement shall be resolved first by alternative dispute resolution procedures administered by the Gila County Superior Court before proceeding to litigation. Venue shall be in the superior court of Gila County, Arizona unless a change of venue is stipulated to by the Parties. The prevailing party to any cause of action resolved by a final court judgment or order shall be entitled to recovery of reasonable attorneys fees and costs.

17. SEVERABILITY; WAIVER.
If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

18. HEADINGS.
Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

19. NOTICE.
Any notices provided pursuant to this Agreement shall be in writing.

20. CANCELLATION.
This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the SUBSCRIBER shall be liable only for payment for services rendered and accepted material received by the SUBSCRIBER before the effective date of termination.

21. LEGAL ARIZONA WORKERS ACT COMPLIANCE.
COMPANY hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to COMPANY'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). COMPANY shall further ensure that each subcontractor who performs any work for COMPANY under this contract likewise complies with the State and Federal Immigration Laws. SUBSCRIBER shall have the right at any time to inspect the books and records of COMPANY and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
Any breach of COMPANY'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting COMPANY to penalties up to and including suspension or termination of this Agreement. If the breach is by a

subcontractor, and the subcontract is suspended or terminated as a result, COMPANY shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

COMPANY shall advise each subcontractor of SUBSCRIBER'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that SUBSCRIBER may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be the responsibility of COMPANY. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of COMPANY'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which COMPANY shall be entitled to an extension of time, but not costs.

22. ENTIRE AGREEMENT.
This Agreement, including Exhibit A, by mention made a binding part of this agreement as set forth herein, attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only in a written document signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

23. SURVIVAL.
All provisions of this Agreement relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive any termination of this Agreement.

24. NO PUBLICITY.
SUBSCRIBER may not use COMPANY's name, or any trademark, service mark, trade name or logo of COMPANY without the prior written consent of COMPANY in each instance.

25. TRAINING. COMPANY agrees to prepare, schedule, organize and present no less than two (2) training sessions on the functionality and use of the Software to the SUBSCRIBER at COMPANY's sole cost and expense. The training sessions may be conducted via webinar, virtual meeting or similar means incorporating real-time audio/video functionality. The COMPANY and SUBSCRIBER will meet and confer following the Effective Date to discuss mutually agreeable dates and times for the training to be held.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 19, 2015.

COMPANY

Capluck, Inc., a
Nevada Corporation

By: _____
Hamid Kohan
Its: President

SUBSCRIBER

Gila County, State of Arizona

By: _____
Don E. McDaniel, Jr.
Its: County Manager

Gila County Community Services

EXHIBIT A

COST SCHEDULE
CSBG, LIHEAP, ELDERLY

	Services	Fee
Setup	Installation – completed Setup and Training Includes: • Unlimited Online Training • Program set up • User(s) set up	Included in Contract Fee defined below
Annual Subscription	• Unlimited Web-Access to CAP60 Solutions • Unlimited Live Technical Support[1] • Unlimited User(s) • Application Hosting and Bandwidth • Regular Updates and Enhancements[2] • Regular Nightly Backup • Software updates to maintain federal reporting requirements • Based on up to 1200 Clients Served Annually[3] Annual Subscription Fee $4,300.00 due upon contract execution $4,000.00 due on September 1, 2015	$8,300.00

[1] **SUBSCRIBER SUPPORT.**COMPANY, or its designee(s), shall provide Email or Telephone support during normal business hours (7:00am to 5:00pm Pacific Standard Time Zone) Monday-Friday, except on federal holidays[1]. Federal Holidays for the term of this contract are: July 3, September 7, October 12, November 11, November 26, December 25, 2015; January 1, January 18, February 15, May 30, 2016. Afterhours are supported via email support at cap60.com. The SUBSCRIBER shall contact CAP60 for assistance; CAP60 has technicians on standby after hours, checking email on an hourly basis. CAP60 technicians will respond to the email inquiry within 2-4 hours of receiving the inquiry.

[2] 2-3 TIMES A YEAR

[3] The 1200 clients annually is based on GCCS' estimates for the Fiscal Year 2016, starting in July 2015. The cap on clients will not be changed until and if the contract is renewed for a second year. Should at any time over the course of FY16 the client base exceeds 1200, GCCS will not be charged.