

AGREEMENT OF COOPERATION
FOR
DUE DILIGENCE SHARING

Preamble

The angel group Parties to this agreement ("Treaty"),

Having in mind the purpose of fostering cooperation in investments by each other in privately held companies ("Companies");

Considering the sharing of due diligence documents which report upon Parties' investigations of Companies ("Materials") to be necessary to enable the co-investment by two or more Parties in Companies (a "Syndication");

Believing that it is in the best interests of the Parties to establish arrangements where each Party may freely share its Materials with other potential Parties to a Syndication;

Wishing to establish a model for other angel groups to follow, so as to increase Syndication opportunities amongst all angel groups;

Treaty

Hereby agree as follows:

Article 1. Due Diligence Materials. Unless otherwise represented in writing by a Party providing a particular set of Materials, it shall be understood by any Party receiving Materials from another for the purposes of a Syndication that such Materials are provided "as is," without warranty, implied or otherwise, of accuracy, consistency or thoroughness about a given Company or its investment prospects. It shall be further understood that each Party shall be responsible to conduct its own due diligence independently, and that any reliance by one Party upon the Materials of another shall be at such Party's own risk.

Article 2. Promulgation within Groups. The designated leader, or managing group, of each Party shall communicate this Treaty and its terms to each respective member of such Party, and shall use his or her best efforts to endeavor to obtain the agreement of each member, and new member, to adhere to the provisions hereof.

Article 3. Disputes. Any dispute between two or more Parties concerning the subject matter herein or its application, shall first be subjected to informal negotiation and mediation between the leaders of the Parties involved. Any such dispute that is not settled thereby, shall be submitted to binding arbitration by a single arbitrator acting under the rules of the American Arbitration Association in Boston, Massachusetts. The arbitrator shall first be picked from a pool consisting of the leaders of angel groups that are not involved in the syndication. The parties may agree upon the arbitrator or, if not so agreed, the arbitrator shall be jointly chosen by the parties' respective choices.

Article 4. Notices. Any notice to a Party hereunder shall be effective three days after its mailing, postage prepaid, certified mail, return receipt request via the U.S. Postal Service or overnight if by overnight traceable delivery service if sent to the address listed on such party's Web site or, if none, through contact information provided by such party to the Angel Capital Association.

Article 5. Amendments.


Section 5.01 Any amendments hereto shall be made in the form of a Protocol, which shall be set forth a preamble explaining the intentions thereof, and stating each proposed amendment in full within an article. The effectiveness of any Protocol with respect to a given Party shall occur immediately upon the signature of such Party, and notice thereof to the other Parties hereto. Those Parties that do not sign the Protocol shall remain bound by the original articles of this Treaty and any Protocols which they have signed.

Section 5.02 Suggestions for Protocols should be directed to Beacon Angels, LLC, *Attn* Manager.

Article 6. Effectiveness. This Treaty shall be effective on a given Party upon its signature hereon.

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IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective angel groups, have executed this Treaty effective as of the date stated below his or her name.

<p>BEACON ANGELS, LLC</p> <p>By: _____ Name: <u>William F. Swiggart</u> Its: <u>Manager</u> Dated: <u>November 6, 2006</u></p>	<p>BOSTON HARBOR ANGELS</p> <p>By: _____ Name: <u>Mic Williams</u> Its: <u>President</u> Dated: <u>November 6, 2006</u></p>
<p>COMMON ANGELS</p> <p>By: _____ Name: _____ Its: _____ Dated: _____</p>	<p>GOLDEN SEEDS</p> <p>By: _____ Name: <u>Stephanie Hanbury Brown</u> Its: <u>Managing Director</u> Dated: <u>November 6, 2006</u></p>
<p>RIVER VALLEY INVESTORS</p> <p>By: _____ Name: _____ Its: <u>Manager</u> Dated: <u>January 9, 2007</u></p>	<p><u>Launchpad</u></p> <p>By: _____ Name: <u>Hambleton Lord</u> Its: <u>Managing Director</u> Dated: <u>January 9, 2007</u></p>
<p><u>Active Angel Investors</u></p> <p>By: _____ Name: <u>John May</u> Its: <u>Mgr of New Vantage Group, LLC</u> Dated: <u>December 26, 2006</u></p>	<p><u>Maine Angels</u></p> <p>By: _____ Name: <u>Charles Sidman</u> Its: _____ Dated: <u>January 9, 2007</u></p>
<p><u>Cherrystone Angel Group</u></p> <p>By: _____ Name: <u>Peter C. Dorsey, Jr.</u> Its: <u>Manager</u> Dated: <u>March 8, 2007</u></p>	<p><u>Boynton Angels</u></p> <p>By:  Name: <u>Christopher J. Golden</u> Its: <u>Vice-Chairman</u> Dated: <u>May 7, 2008</u></p>

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