

VIPORBIT SOFTWARE INTERNATIONAL, INC.

COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between VIPorbit Software International, Inc., a Texas corporation (the “Company”), and the investors listed on Annex A attached hereto (each, an “Investor” and together, the “Investors”).

1. *Purchase and Sale of Stock.*

1.1 *Sale and Issuance of Common Stock and Warrants.*

(a) The Company has authorized the sale and issuance of up to 27,849 shares (the “Shares”) of its Common Stock, par value \$0.01 per share (“Common Stock”), pursuant to the terms and conditions of this Agreement.

(b) Subject to the terms and conditions of this Agreement, each Investor agrees, severally and not jointly, to purchase at the Closing (as defined below), and the Company agrees to sell and issue to each Investor at the Closing, (i) the number of Shares set forth opposite such Investor’s name on Annex A at a purchase price of \$46.68 per share and (ii) a warrant (each, a “Warrant” and collectively, the “Warrants”) to purchase the number shares of Common Stock set forth opposite such Investor’s name on Annex A, with an exercise price of \$46.68 per share. The shares of Common Stock issuable upon exercise of the Warrants are hereinafter referred to as the “Warrant Shares”. The Warrants, Warrant Shares and Shares are referred to herein as the “Securities”.

(c) The Investors and all of the other shareholders of the Company shall have executed the Shareholders Agreement in the form attached to this Agreement as Exhibit A (the “Shareholders Agreement”).

(d) The Company intends to use the proceeds from the sale and issuance of the Securities hereunder for general corporate purposes.

1.2 *Closing.*

(a) The initial purchase and sale of the Shares and the Warrants shall take place via electronic transmission on the date of this Agreement, or at such other time and place as the Company and the Investors mutually agree upon orally or in writing (which time and place are designated as the “Initial Closing”). In the event there is more than one closing, the term “Closing” shall apply to each such closing unless otherwise specified.

(b) At the Closing, the Company shall deliver to each Investor a certificate representing the Shares, and the respective Warrant, that such Investor is purchasing against payment of the purchase price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, by cancellation of indebtedness or by any combination thereof. In the event that payment by an Investor is made, in whole or in part, by cancellation of indebtedness, then

such Investor shall surrender to the Company for cancellation at the Closing any evidence of such indebtedness or shall execute an instrument of cancellation in form and substance acceptable to the Company.

1.3 *Sale of Additional Shares of Common Stock and Warrants.* After the Initial Closing, the Company may sell, on the same terms and conditions as those contained in this Agreement, additional Shares (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization affecting such shares) (the “Additional Shares”) and the related Warrants, to one or more purchasers (the “Additional Investors”) in subsequent Closings, provided that (i) each subsequent sale is consummated on or prior to March 31, 2015, and (ii) each Additional Investor shall become a party to this Agreement, by executing and delivering a counterpart signature page to this Agreement. Annex A to this Agreement shall be updated to reflect the number of Additional Shares purchased at each such Closing and the parties purchasing such Additional Shares.

2. *Representations and Warranties of the Company.* Except as set forth on the Schedules attached hereto as Exhibit B (the “Schedules”), the Company hereby represents and warrants to the Investors as of immediately prior to the Initial Closing, as follows:

2.1 *Organization and Standing.* The Company is a corporation duly organized and validly existing under, and by virtue of, the laws of the State of Texas and is in good standing under such laws. The Company has the requisite corporate power and authority to own and operate its properties and assets, and to carry on its business as presently conducted. The Company is duly qualified to do business as a foreign corporation in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the Company’s business.

2.2 *Corporate Power.* The Company will have at the Initial Closing all requisite legal and corporate power and authority (a) to execute and deliver this Agreement, (b) to sell and issue to the Investors the Shares and the Warrants and upon exercise of the Warrants, the Warrant Shares and (c) to carry out and perform its obligations under the terms of this Agreement.

2.3 *Subsidiaries.* The Company has no subsidiaries or affiliated companies and does not otherwise own or control, directly or indirectly, any equity interest in any corporation, association or business entity.

2.4 *Capitalization.* The total number of shares of capital stock that the Company has authority to issue is 300,000 shares of Common Stock, of which 33,272 shares are reserved for issuance to employees, directors or consultants of the Company pursuant to stock option plans or restricted stock plans or agreements approved by the Board of Directors of the Company. The capitalization of the Company immediately prior to the Initial Closing is as set forth in Section 2.4 of Exhibit B. Except as set forth in Section 2.4 of Exhibit B, there are no outstanding warrants, options, calls, pre-emptive rights, subscriptions or other rights, agreements, arrangements, convertible or exchangeable securities or other commitments (other than this Agreement) pursuant to which the Company is or may become obligated to issue, transfer, sell, purchase, return or redeem or cause to be issued, transferred, sold, purchased, returned or redeemed any shares of capital stock or other securities of any company.

2.5 *Authorization; No Violation.* All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution, delivery and performance of this Agreement, the performance of all obligations of the Company hereunder, and the authorization, issuance, sale and delivery of the Shares and the Warrants has been taken prior to the Initial Closing. This Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (c) to the extent indemnification provisions may be limited by applicable federal or state securities law and principles of public policy.

Neither the issuance of the Shares and the Warrants pursuant to, nor the performance of its obligations under, this Agreement by the Company will: (x) violate, conflict with, result in a breach of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under (i) the governance documents of or any contracts or agreements, whether written or oral, between or among the shareholders of the Company, (ii) any decree, judgment, order, law, treaty, rule, regulation, or determination applicable to the Company of any court, governmental agency or body, or arbitrator having jurisdiction over the Company or over the properties or assets of the Company, or (iii) the terms of any bond, debenture, note, or any other evidence of indebtedness, any agreement, contract, document or instrument, or any stock option, or other similar plan, indenture, lease, mortgage, deed of trust, or other similar instrument to which the Company is a party, by which the Company is bound, or to which any of the properties of the Company is subject; or (y) result in the creation or imposition of any lien, charge or encumbrance upon the Shares, the Warrants or any of the assets of the Company.

2.6 *Valid Issuance of Shares.* The Shares, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, shall be duly authorized, validly issued, fully paid and nonassessable, and are free of all liens, claims and encumbrances and all restrictions on transfer other than restrictions on transfer under this Agreement and under applicable state and federal securities laws.

2.7 *Consent, etc.* No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority, agency or body, arbitrator having jurisdiction over the Company or its assets, any shareholder or lender of the Company, or any other third party is required in connection with the execution and delivery of or the consummation of the transactions contemplated by this Agreement, including, without limitation, the issuance of the Shares and the Warrants, except qualification (or taking such action as may be necessary to secure an exemption from qualification, if available) of the offer and sale of the Shares and the Warrants under applicable state securities laws.

2.8 *Offering.* Subject in part to the truth and accuracy of the Investors' representations set forth in Section 3 of this Agreement, the offer, sale and issuance of the Shares and the Warrants as contemplated by this Agreement are issued in compliance with and are otherwise exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "Securities Act"), and all applicable federal and state securities laws, and neither the Company nor any

authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

2.9 *Agreements; Action.*

(a) Except for (i) agreements explicitly contemplated by this Agreement, and (ii) that certain Shareholders Agreement, dated June 29, 2012, by and among the Company and each of the shareholders of the Company identified on Schedule I attached thereto, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, affiliates, shareholder or any affiliate thereof.

(b) There are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or by which it or its assets are bound that may involve (i) obligations (contingent or otherwise) of or payments to the Company in excess of, individually or in the aggregate, \$10,000, or (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Company, or (iii) provisions restricting or affecting the development, manufacture or distribution of the Company's products or services, or (iv) indemnification by the Company with respect to infringements of proprietary rights. The Company has delivered to the Investors true, correct and complete copies of all contracts, agreements, documents, certificates or instruments executed by the Company or to which the Company or its assets are otherwise subject.

(c) The Company has not since its inception (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or any other liabilities individually in excess of \$10,000 or, in the case of indebtedness and/or liabilities individually less than \$10,000, in excess of \$10,000 in the aggregate, (iii) made any loans or advances to any person, other than ordinary advances for travel expenses, (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business, (v) owned or become obligated to purchase or acquire any real property, (vi) infringed upon any of the intellectual property rights of third parties or become aware that the Company's intellectual property has been infringed upon or (vii) employed any individuals other than those set forth in Section 2.9(c) of Exhibit B.

(d) For the purposes of subsections b and c above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Company has reason to believe are affiliated therewith) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsections.

(e) The Company owns all rights, title and interests in and to all of its intellectual property and has not since the inception of the Company licensed any of its intellectual property rights to any person or entity. No person or entity other than the Company uses or has any rights whatsoever to use any of the Company's intellectual property rights.

(f) The Company is in compliance with all applicable federal, state and local laws, statutes, regulations and ordinances and has all franchises, permits, licenses and similar authority necessary for the conduct of its business as it is currently conducted.

2.10 *Litigation, etc.* There are no actions, suits, proceedings or investigations pending against the Company or its properties before any court or governmental agency (nor, to the Company's knowledge, is there any reasonable basis therefor or threat thereof). The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

2.11 *Brokers or Finders; Other Offers.* The Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

2.12 *Financial Statements.* The Company is an early stage, development company incorporated on February 19, 2010 and has not prepared or caused any third party to prepare any financial statements or reports since its inception, except such as the Company has heretofore delivered to the Investors.

2.13 *No "Bad Actor" Disqualification.* The Company has exercised reasonable care, in accordance with Securities and Exchange Commission rules and guidance, to determine whether any Covered Person (as defined below) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act ("Disqualification Events"). To the Company's knowledge, no Covered Person is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. "Covered Persons" are those persons specified in Rule 506(d)(1) under the Securities Act, including the Company; any predecessor or affiliate of the Company; any director, executive officer, other officer participating in the offering, general partner or managing member of the Company; any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of the sale of the Shares and the Warrants; and any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Shares and the Warrants (a "Solicitor"), any general partner or managing member of any Solicitor, and any director, executive officer or other officer participating in the offering of any Solicitor or general partner or managing member of any Solicitor.

2.14 *Disclosure.* The Company has fully provided the Investors with all the information the Investors have requested for deciding whether to purchase the Shares and the Warrants and all information that the Company believes is reasonably necessary to enable the Investors to make such decision. Neither this Agreement, nor any other written statement made or delivered in connection herewith or therewith contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading in light of the circumstances under which they were made.

3. *Representations and Warranties of the Investors.* Each Investor, severally and not jointly, represents and warrants to the Company as of the date of the Closing, as follows:

3.1 *Power; Authorization.* The Investor has the legal capacity to execute and deliver this Agreement. This Agreement, when executed and delivered by the Investor, will constitute a valid and legally binding obligation of the Investor, enforceable in accordance with its respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (c) to the extent indemnification provisions may be limited by applicable federal or state securities law and principles of public policy.

3.2 *Consent.* No consent, approval, authorization or order of any court, governmental agency or body, or arbitrator having jurisdiction over the Investor is required for execution of this Agreement, including, without limitation, the purchase of the Shares and the Warrants, or the performance of the Investor's obligations hereunder.

3.3 *No Violation.* Neither the purchase of the Shares and the Warrants pursuant to, nor the performance of its obligations under, this Agreement by the Investor will violate, conflict with, result in a breach of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under any decree, judgment, order, law, treaty, rule, regulation, or determination applicable to the Investor of any court, governmental agency or body, or arbitrator having jurisdiction over the Investor or over the properties or assets of the Investor.

3.4 *No Recommendation.* The Investor understands that no federal or state agency has passed on or made any recommendation or endorsement of the Securities.

3.5 *No Advertisement.* The Investor is not subscribing for the Shares or the Warrants as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio; or presented at any seminar or similar gathering; or any solicitation of a subscription by a person, other than Company personnel, previously not known to the Investor.

3.6 *No Obligation of Company.* The Investor understands that the Company is under no obligation to register any of the Securities under the Securities Act, or to assist the Investor in complying with the Securities Act or the securities laws of any state of the United States or of any foreign jurisdiction other than as expressly provided herein.

3.7 *Investment Experience; Economic Risk.* The Investor, or the Investor's professional advisors, has such knowledge and experience in finance, securities, taxation, investments and other business matters as to evaluate investments of the kind described in this Agreement. The Investor is able to afford the loss of the Investor's entire investment in the Securities, has adequate means for providing for the Investor's current needs and personal contingencies and has no need for liquidity with respect to the Investor's investment in the Company.

3.8 *Further Acknowledgments.* The Investor acknowledges the Investor's understanding that the offering and sale of the Shares and the Warrants is intended to be exempt from registration

under the Securities Act. In furtherance thereof, in addition to the other representations and warranties of the Investor made herein, the Investor further represents and warrants to and agrees with the Company and its affiliates as follows:

(a) the Investor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, as amended by Section 413 of the Private Fund Investment Advisers Registration Act of 2010 and any applicable rules or regulations or interpretations thereof promulgated by the Securities and Exchange Commission or its staff;

(b) the Investor believes it has received all information it considers necessary or appropriate for deciding whether to purchase the Shares and the Warrants; and

(c) the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Shares and the Warrants and the business, properties, prospects and financial condition of the Company.

3.9 *No Concert.* The Investor is not acting in concert with any of the other shareholders of the Company in connection with the Investor's decision to purchase the Shares and the Warrants.

3.10 *No Representations.* No representations or warranties have been made to the Investor by the Company, or any officer, employee, agent, affiliate or subsidiary of the Company, other than the representations of the Company contained herein, and in purchasing the Shares and the Warrants, the Investor is not relying upon any representations other than those contained herein.

3.11 *Restricted Securities.* The Investor understands that the Securities will be characterized as "restricted securities" under the federal securities laws, inasmuch as they are being acquired from the Company in a transaction not involving a public offering, and that under such laws and applicable regulations such Securities may not be resold without registration under the Securities Act, except in certain limited circumstances. In this connection, the Investor represents that it is familiar with Rule 144 promulgated under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act. The Investor acknowledges that the Company has no obligation to register or qualify the Securities for resale, except as set forth in the Shareholders Agreement. The Investor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company that are outside the Investor's control, and which the Company is under no obligation and may not be able to satisfy. The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Securities.

3.12 *Reliance upon Investor's Representations.* The Investor understands that the Shares and the Warrants are being offered and sold to the Investor in reliance on an exemption from the registration requirements of United States federal and state securities laws under Regulation D promulgated under the Securities Act and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth herein in order to determine the applicability of such exemptions and the suitability of the Investor to acquire the Shares and the Warrants.

3.13 *Purchase Entirely Own Account.* The Investor is acquiring the Shares and the Warrants for the Investor's own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part in any transactions that would be in violation of the Securities Act, or any state securities or "blue-sky" laws. No other person has a direct or indirect beneficial interest in, and the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to, the Shares or the Warrants or any part of the Shares or the Warrants for which the Investor is subscribing that would be in violation of the Securities Act, or any state securities or "blue-sky" law.

3.14 *Brokers or Finders; Other Offers.* The Investor has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

3.15 *No General Solicitation.* Neither the Investor, nor any of its officers, directors, employees, agents, stockholders or partners has (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares and the Warrants.

3.16 *Foreign Investors.* If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), such Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares and the Warrants or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares and the Warrants, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares and the Warrants. Such Investor's subscription and payment for and continued beneficial ownership of the Securities, will not violate any applicable securities or other laws of the Investor's jurisdiction. The funds used to purchase the Shares and the Warrants do not violate the anti-money laundering provisions of the Money Laundering Control Act of 1986 or the Bank Secrecy Act of 1970, as amended by the USA Patriot Act of 2001. In addition, such Investor represents, warrants and agrees that:

(a) the Investor is not a U.S. Person (as defined in Regulation S promulgated under the Securities Act) and is not an affiliate (as defined in Rule 501(b) under the Securities Act) of the Company and is not acquiring the Shares or the Warrants for the account or benefit of a U.S. Person;

(b) at the time of the origination of contact concerning this Agreement and the date of the execution and delivery of this Agreement, the Investor was outside of the United States;

(c) the Investor will not, during the period commencing on the date of issuance of the Shares and the Warrants and ending on the first anniversary of such date, or such shorter period as may be permitted by Regulation S or other applicable securities law (the "Restricted Period"), offer, sell, pledge or otherwise transfer the Shares or the Warrants in the United States, or to a U.S. Person for the account or for the benefit of a U.S. Person, or otherwise in a manner that is not in compliance with Regulation S;

(d) the Investor will, after expiration of the Restricted Period, offer, sell, pledge or otherwise transfer the Securities only pursuant to registration under the Securities Act or an available exemption therefrom and, in accordance with all applicable state and foreign securities laws;

(e) the Investor was not in the United States engaged in, and prior to the expiration of the Restricted Period will not engage in, any short selling of or any hedging transaction with respect to the Securities, including without limitation, any put, call or other option transaction, option writing or equity swap;

(f) neither the Investor, nor any person acting on the Investor's behalf has engaged, nor will engage, in any directed selling efforts to a U.S. Person with respect to the Securities and the Investor and any person acting on the Investor's behalf have complied and will comply with the "*offering restrictions*" requirements of Regulation S under the Securities Act;

(g) the transactions contemplated by this Agreement have not been pre-arranged by the Investor with a buyer located in the United States or with a U.S. Person, and are not part of a plan or scheme of the Investor to evade the registration requirements of the Securities Act;

(h) neither the Investor, nor any person acting on the Investor's behalf, has undertaken or carried out any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States, its territories or possessions, for any of the Securities.

3.17 *Legends.* The Investor understands that the Shares and the Warrant Shares may bear one or all of the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

(b) Any legend set forth in or required by any other section of this Agreement and the Shareholders Agreement.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Shares or the Warrant Shares, as applicable, represented by the certificate so legended.

3.18 *No "Bad Actor" Disqualification Events.* None of (i) the Investor, (ii) any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members, or (iii) any beneficial owner of the Company's voting equity securities (in accordance with Rule 506(d) of the Securities Act) held by the Investor is subject to any Disqualification Event, except for Disqualification Events covered by

Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed reasonably in advance of the Closing in writing in reasonable detail to the Company.

4. *Conditions to Closing of Investors.* The obligations of each Investor to the Company under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by the Company (unless waived by each Investor):

4.1 *Representations and Warranties Correct.* The representations and warranties of the Company contained in Section 2 shall be true and correct on and as of the Initial Closing with the same effect as though such representations and warranties had been made on and as of the date of the Initial Closing.

4.2 *Covenants.* All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the Closing shall have been performed or complied with in all material respects.

4.3 *Proceedings and Documents.* All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to counsel for the Investors, which shall have received all such counterpart original and certified or other copies of such documents as it may reasonably request.

5. *Conditions to Closing of Company.* The obligations of the Company to each Investor under this Agreement are subject to fulfillment on or before the Closing of each of the following conditions by each Investor (unless waived by the Company):

5.1 *Representations and Warranties Correct.* The representations and warranties of each Investor contained in Section 3 shall be true on and as of the applicable Closing with the same effect as though such representations and warranties had been made on and as of the date of the applicable Closing.

5.2 *Performance.* All covenants, agreements and conditions contained in this Agreement to be performed by the Investors on or prior to the applicable Closing, as applicable, shall have been performed or complied with in all respects.

6. *Miscellaneous.*

6.1 *Governing Law.* This Agreement shall be governed in all respects by the internal laws of the State of Texas as applied to agreements entered into among Texas residents to be performed entirely within Texas, without regard to conflict of laws rules.

6.2 *Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors, assigns, heirs, executors and administrators of the parties to this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3 *Entire Agreement; Survival of Warranties.* This Agreement, including the annexes, exhibits and schedules attached to this Agreement, and the other documents delivered pursuant to this Agreement constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. The representations and warranties of the Company and the Investors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Company or the Investors.

6.4 *Amendment.* Any term of this Agreement may be amended or waived only with the written consent of the Company and the holders of at least 75% of the outstanding Shares. Any amendment or waiver effected in accordance with this Section 6.4 shall be binding upon the Investors and each transferee of the Securities, each future holder of all such Securities, and the Company.

6.5 *Notices.* All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally by hand or by courier, sent by a recognized overnight delivery service, postage prepaid, or sent by facsimile directed (a) if to an Investor, at the Investor's address or facsimile number set forth on the Annex A attached hereto, or at such other address or facsimile number as such Investor may designate by ten (10) days' advance written notice to the Company or (b) if to the Company, to its address or facsimile number set forth on its signature page to this Agreement and directed to the attention of the President, or at such other address or facsimile number as the Company may designate by ten (10) days' advance written notice to the Investors. All such notices and other communications shall be effective or deemed given upon personal delivery, on the date of mailing or upon confirmation of facsimile transfer. With respect to any notice given by the Company under any provision of the Texas Business Organizations Code or the Company's charter or bylaws, the Investors agree that such notice may be given by facsimile.

6.6 *Expenses.* Each party to this Agreement shall pay its own legal fees and expenses in connection with the negotiation and execution of this Agreement.

6.7 *Attorney's Fees.* If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.8 *Severability.* If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

6.9 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.

6.10 *Telecopy Execution and Delivery.* A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties to this Agreement, and an executed copy of this Agreement may be delivered by one or more parties to this Agreement by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party to this Agreement, all parties to this Agreement agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

“Company”

VIPORBIT SOFTWARE INTERNATIONAL, INC.

By: _____
Michael J. Muhney, President

Address:

602 Promontory Drive
Keller, Texas 76248

INVESTOR:

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone _____

Email: _____

Shares Accepted: _____

ANNEX A

Schedule of Investors

Initial Closing:

Investor Name and Address	No. of Shares Purchased	No. of Warrants	Total Purchase Price	Closing Date
TOTAL	<u>58,912</u>	<u>29,456</u>	<u>\$2,750,012.16</u>	

EXHIBIT A

Form of Shareholders Agreement

(see attached)

EXHIBIT B

Schedules

Section 2.4

Capitalization

(see attached)

Section 2.9

(c)

Employees

None.