

SHAREHOLDERS AGREEMENT

This Shareholders Agreement, dated as of June 29, 2012, is by and among VIPoribt Software International, Inc., a Texas corporation (the “Corporation”), and each of the shareholders of the Corporation identified on Schedule I hereto (each, a “Shareholder” and collectively, the “Shareholders”).

WHEREAS, simultaneously with the execution hereof, the Corporation is entering into a Common Stock Purchase Agreement (the “Purchase Agreement”) with each of (i) Max J. Pucher (“Pucher”), (ii) Michael J. Muhney (“Muhney”), and (iii) Fred and Deana Goad JTWROS, Jim Keever, and Harry R. Jacobson (Fred and Deana Goad JTWROS, and Messrs. Keever and Jacobson are referred to herein collectively as the “New Investors” and Pucher, Muhney and the New Investors are referred to herein collectively as the “Investors”), pursuant to which the Corporation will issue shares of its Common Stock (as defined below) to the Investors.

WHEREAS, upon the closing of the purchase and sale of Common Stock to the Investors pursuant to the Purchase Agreement, the Shareholders will own, beneficially and of record, all of the issued and outstanding Shares (as defined below);

WHEREAS, the Shareholders deem it to be in their best interests to provide for consistent and uniform management of the Corporation and restrict the Transfer (as defined below) of the Shares; and

WHEREAS, the Shareholders desire to evidence their agreement with respect to certain other matters in relation to the Corporation and their respective holdings of the Shares;

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

TERMS DEFINED

1.1 Definitions. The following terms, as used herein, have the following meanings:

“Affiliate” means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by or is under common control with such Person, including without limitation any partner, member, officer, director or employee of such Person, and any venture capital fund now or hereafter existing which is controlled by or under common control with one or more general partners or managing members of, or shares the same management company with, such Person.

“Agreement” means this Shareholders Agreement.

“Board” means the Board of Directors of the Corporation.

“Common Stock” means the Corporation’s Common Stock, par value \$0.01 per share, and all outstanding options, warrants and other rights to acquire such Common Stock (regardless of whether such rights are then exercisable) and all securities of the Corporation convertible into Common Stock (regardless of whether such securities are then convertible).

“Corporate Transaction” shall mean any of the following transactions: (i) a merger, consolidation or other transaction or series of transactions in which securities possessing more than 50% of the total combined

voting power of the Corporation's outstanding securities are transferred to a Person or Persons not Affiliated with the Persons holding those securities immediately prior to such transaction; or (ii) the sale, transfer or other disposition of all or substantially all of the Corporation's assets; provided, that a bona fide equity financing transaction in which the Corporation is the surviving corporation and does not (directly or through a subsidiary) receive any assets other than cash and rights to receive cash shall be deemed not to constitute a Corporate Transaction; provided further, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the Persons who held the Corporation's securities immediately prior to such transaction.

"Corporation" has the meaning set forth in the preamble to this Agreement.

"Corporation Notice" means written notice from the Corporation notifying the Transferring Shareholder that the Corporation intends to exercise its Right of First Refusal as to some or all of the Transfer Stock with respect to any Proposed Shareholder Transfer.

"Corporation Shares" has the meaning set forth in Section 4.1 of this Agreement.

"Corporation Undersubscription Notice" has the meaning set forth in Section 3.2(d) of this Agreement.

"Co-Sale Participant" has the meaning set forth in Section 3.3(b) of this Agreement.

"Exercising Shareholder" has the meaning set forth in Section 3.2(d) of this Agreement.

"Fully Diluted Basis" means the total number of shares of Common Stock that would be outstanding (i) assuming that all outstanding options, warrants and other rights to acquire Common Stock had been exercised, and (ii) assuming that all securities of the Corporation convertible into Common Stock had then been converted (regardless of whether such securities are then convertible). Any reference in this Agreement to "holder(s) of outstanding Common Stock on a Fully Diluted Basis" or words of similar import shall be deemed to include holder(s) of outstanding options, warrants or similar rights to acquire Common Stock or securities convertible into Common Stock.

"Investors" has the meaning set forth in the preamble to this Agreement.

"Muhney" has the meaning set forth in the preamble to this Agreement.

"New Investors" has the meaning set forth in the preamble to this Agreement.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof and shall also mean the Corporation.

"Proposed Shareholder Transfer" means any Transfer to a Prospective Transferee proposed by a Transferring Shareholder.

"Proposed Transfer Notice" means written notice from the Transferring Shareholder setting forth the terms and conditions of a Proposed Shareholder Transfer.

"Pro Rata Share" has the meaning set forth in Section 4.1 of this Agreement.

“Purchase Agreement” has the meaning set forth in the preamble to this Agreement.

“Prospective Transferee” means an unaffiliated third party that makes a bona fide written offer to acquire Transfer Stock (or any interest therein) from a Shareholder.

“Pucher” has the meaning set forth in the preamble to this Agreement.

“Qualified Public Offering” means the first underwritten public offering or any series of public offerings pursuant to an effective registration statement or statements under the Securities Act, covering the offering and sale of Common Stock for the account of the Corporation.

“Right of Co-Sale” means the right, but not the obligation, of a Shareholder to participate in a Proposed Shareholder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

“Right of First Refusal” means the right, but not the obligation, of the Corporation, or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Shareholder Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

“Secondary Notice” means written notice from the Corporation notifying the Shareholders and the Transferring Shareholder that the Corporation does not intend to exercise its Right of First Refusal as to all shares of Transfer Stock with respect to any Proposed Shareholder Transfer.

“Secondary Refusal Right” means the right, but not the obligation, of the Shareholders to purchase some or all of any Transfer Stock not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” means any securities of the Corporation the holders of which are entitled to vote for members of the Board, including without limitation, all shares of Common Stock, by whatever name called, now owned or subsequently acquired by a Shareholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

“Shareholder Notice” means written notice from any Shareholder notifying the Corporation and the Transferring Shareholder that such Shareholder intends to exercise its Secondary Refusal Right as to a portion of the Transfer Stock with respect to any Proposed Shareholder Transfer.

“Shareholder Notice Period” has the meaning set forth in Section 3.2(d) of this Agreement.

“Shareholders” has the meaning set forth in the preamble to this Agreement.

“Transfer” means any sale, transfer, offer to sell, assignment, gift, exchange, pledge, hypothecation, encumbrance or other disposition of any Shares or any interest therein, whether voluntary or involuntary and regardless of the nature thereof.

“Transfer Stock” means shares of Common Stock owned by a Transferring Shareholder, or issued to the Transferring Shareholder after the date hereof.

“Transferring Shareholder” has the meaning set forth in Section 3.2(a) of this Agreement.

“Undersubscription Exercise Notice” has the meaning set forth in Section 3.2(d) of this Agreement.

ARTICLE II

VOTING

2.1 Nomination and Election of Directors. The Corporation shall at all times be managed by or under the direction of the Board. Each of the Shareholders hereby agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholders has voting control, from time to time and at all times, in whatever manner shall be necessary to ensure that:

(a) The Board shall consist of three (3) members, except as otherwise determined by the unanimous vote of the Board.

(b) At each election of or action by written consent to elect directors to the Board of the Corporation, the Shareholders shall vote all of their respective Shares so as to elect (i) one individual designated by Pucher, which individual shall initially be Pucher, (ii) one individual collectively designated by the New Investors, which individual shall initially be Harry R. Jacobson, and (iii) one individual designated by Muhney, which individual shall initially be Muhney. Upon the request of any party entitled to designate a director as provided in this Section 2.1(b), each Shareholder agrees to vote its Shares for the removal of such director.

(c) In the event of the removal, death, retirement or resignation of a director, the vacancy on the Board shall be filled solely by the Person(s) who designated such director under this Section 2.1. The right of each of Pucher, Muhney and the New Investors to designate a director pursuant to this Section 2.1(b)(i) shall terminate at such time as such Person ceases to hold at least 1,000 shares of Common Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to the Common Stock).

2.2 Board Committee. The Shareholders acknowledge and agree that the Board will designate a committee of the Board to accept and analyze proposals to issue shares of the Corporation's equity securities, consult with management of the Corporation, the Corporation's attorneys and the other Board members regarding the issuance of the Company's equity securities; determine whether to issue the Corporation's equity securities in its sole discretion, and take such other action as such committee deems necessary and appropriate with respect to the issuance of the Corporation's equity securities. Each of the Shareholders further acknowledges and agrees that the Company shall not issue, and such Shareholder shall not vote in favor of or cause the Shareholder's designee to the Board, if any, to vote in favor of any issuance of, equity securities except with the prior written consent of such committee of the Board.

2.3 Proxies. No Shareholder shall give any proxy or power of attorney to any Person that permits the holder thereof to vote in its discretion on any matter that may be submitted to the Shareholders for their consideration and approval, unless such proxy or power of attorney is made expressly subject to and is exercised in conformity with the provisions of this Agreement.

2.4 General Voting. Each Shareholder, as a holder of Shares, shall be present, in person or by proxy, at all duly called meetings of shareholders of the Corporation so that all Shares beneficially owned by such Shareholder and/or its affiliates may be counted for the purposes of determining the presence of a quorum at such meetings. Each Shareholder hereby agrees to vote their respective Shares in such a manner as to carry out and enforce the terms and intent of this Agreement.

ARTICLE III

TRANSFER RESTRICTIONS

3.1 Restrictions on Disposition. No Shareholder shall Transfer his, her or its Shares, except as otherwise provided in this Agreement.

3.2 Right of First Refusal.

(a) Each Shareholder hereby unconditionally and irrevocably grants to the Corporation a Right of First Refusal to purchase all or any portion of Transfer Stock that such Shareholder (each, a “Transferring Shareholder”) may propose to transfer in a Proposed Shareholder Transfer, at the same price and on the same terms and conditions as those offered by a Prospective Transferee.

(b) Each Transferring Shareholder must deliver a Proposed Transfer Notice to the Corporation and the other Shareholders for each Proposed Shareholder Transfer not later than forty-five (45) days prior to the consummation of such Proposed Shareholder Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Shareholder Transfer and the identity of the Prospective Transferee. To exercise its Right of First Refusal under this Section 3.2, the Corporation must deliver a Corporation Notice to the Transferring Shareholder within fifteen (15) days after delivery of the Proposed Transfer Notice. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Transferring Shareholder with the Corporation that contains a preexisting right of first refusal, the Corporation and the Transferring Shareholder acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Section 3.2(a) and (b).

(c) The Transferring Shareholder hereby unconditionally and irrevocably grants to the other Shareholders a Secondary Refusal Right to purchase all or any portion of the Transfer Stock not purchased by the Corporation pursuant to the Right of First Refusal, as provided in this Section 3.2(c). If the Corporation does not intend to exercise its Right of Refusal with respect to all Transfer Stock subject to a Proposed Shareholder Transfer, the Corporation must deliver a Secondary Notice to the Transferring Shareholder and to the other Shareholders to that effect no later than fifteen (15) days after the Transferring Shareholder delivers the Proposed Transfer Notice to the Corporation. To exercise its Secondary Refusal Right, such Shareholder must deliver a Shareholder Notice to the Transferring Shareholder and the Corporation within ten (10) days after the Corporation’s deadline for its delivery of the Secondary Notice as provided in the preceding sentence.

(d) If the rights under this Section 3.2 have been exercised by the Corporation and the Shareholders with respect to some but not all of the Transfer Stock by the end of the 10-day period specified in the last sentence of Section 3.2(c) (the “Shareholder Notice Period”), then the Corporation shall, immediately after the expiration of the Shareholder Notice Period, send written notice (the “Corporation Undersubscription Notice”) to those Shareholders who fully exercised their Secondary Refusal Right within the Shareholder Notice Period (the “Exercising Shareholders”). Each Exercising Shareholder shall, subject to the provisions of this Section 3.1(d), have an additional option as part of the Secondary Refusal Right to purchase all or any part of the balance of any such remaining unsubscribed shares of Transfer Stock on the terms and conditions set forth in the Proposed Transfer Notice, with such additional option being exercised upon the delivery by an Exercising Shareholder of written notice to the Transferring Shareholder and the Corporation (the “Undersubscription Exercise Notice”) within ten (10) days of the receipt of the Corporation Undersubscription Notice. In the event there are two or more such Exercising Shareholders that exercise such additional option for a total number of remaining shares in excess of the number available, the remaining

shares available for purchase under this Section 3.1(d) shall be allocated to such Exercising Shareholders pro rata based on the number of shares of Transfer Stock such Exercising Shareholders have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any shares of Transfer Stock that any such Exercising Shareholder has elected to purchase pursuant to the Corporation Undersubscription Notice). If the options to purchase the remaining shares are exercised in full by the Exercising Shareholders, the Corporation shall immediately notify all of the Exercising Shareholders and the Transferring Shareholder of that fact.

(e) If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Board and as set forth in the Corporation Notice. If the Corporation or any Shareholder cannot for any reason pay for the Transfer Stock in the same form of non-cash consideration, the Corporation or such Shareholder may pay the cash value equivalent thereof, as determined in good faith by the Board and as set forth in the Corporation Notice. The closing of the purchase of Transfer Stock by the Corporation and the Shareholders shall take place, and all payments from the Corporation and the Shareholders shall have been delivered to the Transferring Shareholder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Shareholder Transfer and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

3.3 Right of Co-Sale.

(a) If any Transfer Stock subject to a Proposed Shareholder Transfer is not purchased pursuant to Section 3.2 above and thereafter is to be sold to a Prospective Transferee, each Shareholder may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Shareholder Transfer as set forth in Section 3.3(b) and otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Shareholder who desires to exercise its Right of Co-Sale must give the Transferring Shareholder written notice of the exercise of the Right of Co-Sale within fifteen (15) days after the deadline for delivery of the Undersubscription Exercise Notice described above, and upon giving such notice such Shareholder shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Each Shareholder who timely exercises its Right of Co-Sale (a “Co-Sale Participant”) by delivering the written notice provided for above in Section 3.3(a) may then include in the Proposed Shareholder Transfer all or any part of such Co-Sale Participant’s Common Stock equal to the product obtained by multiplying (i) the aggregate number of shares of Transfer Stock subject to the Proposed Shareholder Transfer (excluding shares purchased by the Corporation or the Shareholders pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction (A) the numerator of which is the number of shares of Common Stock owned by the Co-Sale Participant immediately before consummation of the Proposed Shareholder Transfer (including any shares that such Co-Sale Participant has agreed to purchase pursuant to the Secondary Refusal Right) and (B) the denominator of which is the aggregate number of shares of Common Stock owned by all of the Co-Sale Participants immediately before consummation of the Proposed Shareholder Transfer (including any shares that the Co-Sale Participants have agreed to purchase pursuant to the Secondary Refusal Right) plus the number of shares of Transfer Stock held by the Transferring Shareholder.

(c) Each Co-Sale Participant shall effect its participation in the Proposed Shareholder Transfer by delivering to the Transferring Shareholder, no later than fifteen (15) days after such Co-Sale Participant’s exercise of the Right of Co-Sale, one or more stock certificates, properly endorsed for transfer to the Prospective Transferee, representing the number of shares of Common Stock that such Co-Sale Participant elects to include in the Proposed Shareholder Transfer.

(d) The parties hereby agree that the terms and conditions of any sale pursuant to this Section 3.3 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and

provisions for such a transaction and the parties further covenant and agree to enter into such an agreement as a condition precedent to any sale or other transfer pursuant to this Section 3.3.

(e) Each stock certificate a Co-Sale Participant delivers to the Transferring Shareholder pursuant to Section 3.3(c) above will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Proposed Transfer Notice and the purchase and sale agreement, and the Transferring Shareholder shall concurrently therewith remit or direct payment to each Co-Sale Participant the portion of the sale proceeds to which such Co-Sale Participant is entitled by reason of its participation in such sale. If any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Co-Sale Participant, the Transferring Shareholder may not sell any Transfer Stock to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, the Transferring Shareholder purchases all securities subject to the Right of Co-Sale from such Co-Sale Participant on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice.

(f) If any Proposed Shareholder Transfer is not consummated within forty-five (45) days after receipt of the Proposed Transfer Notice by the Corporation, the Transferring Shareholder may not sell any Transfer Stock unless it first complies in full with each provision of this Section 3. The exercise or election not to exercise any right by a Shareholder hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Section 3.3.

3.4 Expressly Permitted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Sections 3.2 and 3.3 shall not apply: (a) in the case that the Transferring Shareholder holds its Transfer Stock in an entity, upon a transfer by the Transferring Shareholder to its shareholders, members, partners or other equity holders, (b) upon a transfer of Transfer Stock by the Transferring Shareholder made for bona fide estate planning purposes, either during his lifetime or on death by will or intestacy to his spouse, child (natural or adopted), or any other direct lineal descendant of the Transferring Shareholder (or his spouse) (all of the foregoing collectively referred to as “family members”), or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by, the Transferring Shareholder or any such family members; provided, that the Transferring Shareholder shall deliver prior written notice to the other Shareholders of such pledge, gift or transfer, and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as the Transferring Shareholder (but only with respect to the securities so transferred to the transferee), including the obligations of the Transferring Shareholder with respect to Proposed Shareholder Transfers of such Transfer Stock pursuant to Section 3.2; provided, further, in the case of any transfer pursuant to clause (a) or (b) above, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

3.5 Pledges. Without in any way limiting the restrictions set forth in this Article III, if any Shareholder desires to pledge, hypothecate, or encumber any of its Shares as collateral for a loan or for any other obligation or purpose, it may do so only with the prior unanimous written consent of the Board.

ARTICLE IV

OTHER SHAREHOLDER RIGHTS

4.1 Right of First Offer. Subject to the terms and conditions specified in this Section 4.1, the Corporation hereby grants to each Shareholder a right of first offer to purchase its Pro Rata Share (in whole or in part) with respect to future offers or sales by the Corporation of any equity securities of the Corporation,

whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities (the “Corporation Shares”). Each Shareholder shall be entitled to apportion the right of first offer hereby granted to the Shareholder among the Shareholder and its Affiliates in such proportions as the Shareholder deems appropriate. For purposes of this Section 4.1, a Shareholder’s “Pro Rata Share” of Corporation Shares shall mean the percentage determined by dividing (i) the number of Shares of Common Stock on a Fully Diluted Basis owned by such Shareholder or its Affiliates, by (ii) the total number of Shares of Common Stock on a Fully Diluted Basis owned by all Shareholders.

Each time the Corporation proposes to offer any Corporation Shares, the Corporation shall first make an offering of such Corporation Shares to each Shareholder in accordance with the following provisions:

(a) The Corporation shall deliver a written notice (the “Corporation Notice”) to each of the Shareholders stating (i) its bona fide intention to offer such Corporation Shares, (ii) the aggregate number and each Shareholder’s Pro Rata Share of such Corporation Shares to be offered, and (iii) the price and a summary of the terms, if any, upon which it proposes to offer such Corporation Shares.

(b) By written notification received by the Corporation within ten (10) days after receipt of the Corporation Notice, each Shareholder may elect to purchase or obtain, at the price and on the terms specified in the Corporation Notice, up to the Shareholder’s Pro Rata Share. The Corporation shall deliver to each Shareholder that elects to purchase all the shares available to it (a “Fully-Exercising Shareholder”) a written notification within three (3) days of the end of such 10-day period stating a Shareholder’s failure to do likewise. During the 10-day period commencing after such information is given, each Fully-Exercising Shareholder may elect to purchase in addition to the Shareholder’s Pro Rata Share of the Corporation Shares that portion of the Corporation Shares for which Shareholders were entitled to subscribe but that were not subscribed for by the Shareholders that is equal to the percentage determined by dividing (i) the number of Shares of Common Stock on a Fully Diluted Basis owned by such Fully-Exercising Shareholder, by (ii) the total number of Shares of Common Stock on a Fully Diluted Basis owned by all Fully-Exercising Shareholders.

(c) If all Corporation Shares that the Shareholders are entitled to obtain pursuant to Section 4.2(b) are not elected to be obtained as provided in Section 4.2(b) hereof, the Corporation may, during the 60-day period following the expiration of the secondary offering period provided in Section 4.2(b) hereof, offer the remaining unsubscribed portion of such Corporation Shares to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than those specified in the Corporation Notice. If the Corporation does not enter into an agreement for the sale of the Corporation Shares within such period, or if such agreement is not consummated within 30 days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Corporation Shares shall not be offered unless first reoffered to the Shareholders in accordance herewith. The closing of any sale pursuant to this Section 4.1 shall occur within ninety (90) days of the date of the Corporation Notice.

(d) The right of first offer in this Section 4.2 shall not be applicable to (i) shares of Common Stock (or options therefor) issuable or issued to employees, consultants or directors of the Corporation directly or pursuant to a stock option plan or restricted stock plan approved by the Board, (ii) shares of Common Stock issued or issuable in or after a firm commitment underwritten public offering, (iii) shares of Common Stock issuable or issued upon conversion or exercise of any convertible or exercisable securities of the Corporation outstanding as of the date of this Agreement, (iv) securities issued or issuable to vendors, banks or equipment lessors unanimously approved by the Board, (v) securities issued in connection with business combinations, real estate agreements or corporate partnering agreements unanimously approved by the Board, and (vi) securities issued as dividends or distributions on the outstanding equity securities of the Corporation.

4.2 Information Rights. The Corporation shall deliver to the Shareholders:

(a) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Corporation, (i) an unaudited balance sheet as of the end of such fiscal year, (ii) unaudited statements of income and of cash flows for such fiscal year, and (iii) an unaudited statement of shareholders' equity as of the end of such fiscal year;

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Corporation, (i) unaudited statements of income and of cash flows for such fiscal quarter, (ii) an unaudited balance sheet as of the end of such fiscal quarter and (iii) a capitalization table of the Corporation on the basis of outstanding shares of capital stock and on a Fully-Diluted Basis;

(c) as soon as practicable, but in any event no later than thirty (30) days before the end of each fiscal year of the Corporation, the annual operating budget for the succeeding fiscal year of the Corporation as approved by the Board; and

(d) reasonable access, during regular business hours and upon reasonable advance notice, to the Corporation's senior management to discuss matters related to the operation of the Corporation.

Notwithstanding anything else in this Section 4.2 to the contrary, (i) the Shareholders may waive compliance with the foregoing information requirements until such time as it is practical for the Corporation to comply and (ii) the Corporation may cease providing the information set forth in this Section 4.2 during the period starting with the date sixty (60) days before the Corporation's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided, that the Corporation's covenants under this Section 4.2 shall be reinstated at such time as the Corporation is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

4.3. Piggyback Registration Rights. If at any time when there is not an effective registration statement covering the Shares, the Corporation shall determine to prepare and file with the Securities and Exchange Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, the Corporation shall send to each Shareholder as promptly as practicable after such determination, but in no event later than ten (10) days prior to the proposed filing date of the registration statement, written notice of such determination and, if within thirty (30) days after receipt of such notice, or within such shorter period of time as may be specified by the Corporation in such written notice as may be reasonably necessary for the Corporation to comply with its obligations with respect to the timing of the filing of such registration statement, any such Shareholder shall so request in writing (which request shall specify the Shares intended to be disposed of by the Shareholder), the Corporation will cause the registration under the Securities Act of all Shares which the Corporation has been so requested to register by the Shareholder, provided that if at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the managing underwriter(s) advise the Shareholder in writing that the total amount of Shares which the Shareholder intends to include in such offering would materially and adversely affect the success of the offering (provided that such conditions or restrictions apply on a proportional basis not only to the Shares but also to all other securities to be included), in which case the amount of Shares to be offered for the account of the Shareholder shall be reduced pro rata among all the securities to be included. The Corporation shall

include in such registration statement all or any part of such Shares such Shareholder requests to be registered; provided, however, that the Corporation shall not be required to register any Shares pursuant to this Section 4.3 that are eligible for sale without restrictions on volume pursuant to Rule 144 of the Securities Act. All expenses incurred in connection with any registration, sale, qualification or compliance hereunder (including, for the avoidance of doubt, any underwriting discounts, selling commissions and stock transfer taxes applicable to the sale by a Shareholder) shall be borne by the Corporation.

ARTICLE V

OTHER MATTERS

5.1 Endorsement on Certificates. Upon execution of this Agreement, the stock certificates representing the Shares shall contain substantially the following legend, in addition to any other legends deemed appropriate or necessary by the Corporation:

THIS CERTIFICATE IS TRANSFERABLE ONLY UPON COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF THE SHAREHOLDERS AGREEMENT DATED AS OF JUNE 29, 2012, BY AND AMONG THE CORPORATION, ITS SHAREHOLDERS AND THEIR RESPECTIVE SPOUSES, A COPY OF WHICH AGREEMENT IS ON FILE IN THE OFFICE OF THE SECRETARY OF THE CORPORATION. THE CORPORATION WILL FURNISH A COPY OF SUCH AGREEMENT TO THE RECORD HOLDER OF THIS CERTIFICATE, WITHOUT CHARGE, UPON WRITTEN REQUEST TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS OR REGISTERED OFFICE.

5.2 Representations and Warranties of Shareholders. Each of the Shareholders hereby represents and warrants that:

(a) such Shareholder has full capacity, power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby without the consent, concurrence or joinder of any other Person (except for any consent, concurrence or joinder that has been obtained and a copy of which has been delivered to the Corporation); and

(b) the execution, delivery and performance by such Shareholder of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Shareholder.

5.3 Enforcement. The Shares shall not be transferred on the books of the Corporation and no Transfer thereof shall be effective unless and until the terms and provisions of this Agreement are complied with, and in case of violation of this Agreement by the attempted Transfer of the Shares without compliance with the terms and provisions hereof, such Transfer shall be invalid and of no effect and the Corporation and/or the Shareholders who are not attempting to Transfer the Shares shall have the right to compel the Shareholder who is attempting to Transfer the Shares, and/or the purported transferee, to Transfer and deliver the same in accordance with this Agreement.

5.4 Specific Performance. The parties hereto recognize that the Shares cannot be readily purchased or sold on the open market and that it is to the benefit of the Corporation and the Shareholders that this Agreement be carried out; and for those and other reasons, the parties hereto would be irreparably damaged if this Agreement is not specifically enforced in the event of a breach hereof. If any controversy concerning the rights or obligations to purchase or sell any of the Shares arises, or if this Agreement is breached, the parties hereto hereby agree that remedies at law might be inadequate and that, therefore, such rights and obligations, and this Agreement, shall be enforceable by specific performance. The remedy of

specific performance shall not be an exclusive remedy, but shall be cumulative of all other rights and remedies of the parties hereto at law, in equity or under this Agreement.

5.5 Indemnification.

(a) By each Shareholder. Each Shareholder will, jointly and severally, indemnify and hold the Corporation and the other Shareholders harmless from and against any and all obligations, liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by such Shareholder of any provision contained herein.

(b) By the Corporation. The Corporation will indemnify and hold the Shareholders harmless from and against any and all obligations, liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by the Corporation of any provision contained herein.

5.6 Failure to Deliver Shares. In the event that a Shareholder having become obligated to Transfer its Shares hereunder shall fail to deliver the certificates representing such Shares in accordance with the terms of this Agreement, the purchaser of such Shares may, at its option, in addition to all other remedies it may have, send to such Shareholder by registered mail, return receipt requested, the applicable purchase price for such Shares. Thereupon, the Corporation, upon written notice to such Shareholder, shall (i) cancel on its books the certificates representing the Shares to be sold, (ii) issue in the name of the purchaser, in lieu thereof, a new certificate representing such Shares, and (iii) deliver such new certificate to the purchaser, and thereupon all of the rights of such Shareholder in and to said Shares shall terminate.

5.7 Transferee and Future Shareholders. The Corporation and the Shareholders shall cause any transferee of any Shares and any future shareholder of the Corporation to execute a consent, in the form attached as Exhibit A hereto, to be bound by the terms and conditions of the Agreement.

5.8 Notices. Any notice, consent or other communication to be given under this Agreement by any party to any other party shall be in writing and shall be either (i) personally delivered, (ii) mailed by registered or certified mail, postage prepaid with return receipt requested, (iii) delivered by overnight express delivery service or same-day local courier service, or (iv) delivered by telex or facsimile transmission, to the address set forth beneath the signature of the parties hereto, or at such other address as may be designated by the parties from time to time in accordance with this Section. Notices delivered personally, by overnight express delivery service or by local courier service shall be deemed given as of actual receipt. Mailed notices shall be deemed given five business days after mailing. Notices delivered by telex or facsimile transmission shall be deemed given upon receipt by the sender of the answerback (in the case of a telex) or transmission confirmation (in the case of a facsimile transmission).

5.9 Binding Effect. This Agreement, including, but not limited to, the rights and conditions contained herein in connection with disposition of the Shares, shall be binding upon the parties hereto, together with their respective executors, administrators, successors, personal representatives, heirs and permitted assigns.

5.10 GOVERNING LAW AND VENUE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT AND THE OBLIGATIONS AND UNDERTAKINGS OF THE PARTIES HEREUNDER WILL BE PERFORMABLE IN KELLER, TEXAS. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

5.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES TRIAL BY JURY IN ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

5.12 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

5.13 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof, including that certain Investors' Rights Agreement, by and between the Corporation, Pucher and Muhney, dated as of June 2, 2010, and that certain Voting, Right of First Refusal and Co-Sale Agreement, by and among the Corporation, Pucher and Muhney, dated as of June 2, 2010, each of which shall be terminated effective immediately upon the execution of this Agreement without any further action on the part of the Corporation, Pucher or Muhney.

5.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

5.15 Amendments. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Corporation and the Shareholders who own in excess of 75% of the Shares on a Fully Diluted Basis.

5.16 Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

5.17 Termination of this Agreement. This Agreement shall continue until, and shall terminate immediately upon, (a) execution of a written agreement of termination by (1) Shareholders who own in excess of 75% of the Shares on a Fully Diluted Basis, and (2) the Corporation, (b) the closing of a Qualified Public Offering, (c) the closing of a Corporate Transaction, and (d) any time that only one Shareholder continues to own any Shares.

5.18 Spouses. By executing this Agreement, each spouse of each Shareholder agrees to be bound in all respects by the terms of this Agreement to the same extent as the Shareholders. Each spouse further agrees that should he or she predecease the Shareholder to whom he or she is married or should he or she become divorced from such Shareholder, any of the Shares which such spouse may own or in which he or she may have any interest shall remain subject to all of the restrictions and to all of the rights of the Shareholders contained in this Agreement.

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**VIPORBIT SOFTWARE
INTERNATIONAL, INC.**

By: _____
Michael J. Muhney
President

Address: 602 Promontory Drive
Keller, Texas 76248

EXHIBIT A

Consent

The undersigned, having purchased shares of Common Stock, par value \$0.01 per share, of VIPorbit Software International, Inc., a Texas corporation, hereby agrees to be bound by the terms and conditions of the Shareholders Agreement of the Corporation, the form of which is attached hereto, as if the undersigned had been a party to such Shareholders Agreement as of the date thereof.

INVESTOR:

Signature: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

SCHEDULE I

Shareholders