

J Squared Technologies Inc.

End User License Agreement

The Licensee receives from J Squared Technologies Inc. ("JST") a license to use the Licensed Program Materials, subject to the following terms and conditions:

1. Definitions:

- 1.1. License Fee: the sum paid by the Licensee to receive and use JST's products, as shown on a quote, purchase order, invoice, or other similar document signed and/or accepted by the parties. Licensee shall pay the License Fee within 30 days after execution/approval of such a document, unless otherwise agreed by the parties.
- 1.2. Licensed Programs: all software programs and custom software in object code form for which the License Fee is paid, including any updates supplied under a maintenance contract or statement of work.
- 1.3. Program Documentation: the instructional manuals, user guides, and other information supplied by JST either in printed or machine-readable form to the Licensee.
- 1.4. Licensed Program Materials: the Licensed Programs and Program Documentation.
- 1.5. Use: the copying, transmission, or otherwise intended use of the Licensed Programs and the Program Documentation or the processing of the instructions contained in the Licensed Programs or the Program Documentation.
- 1.6. Intellectual Property Rights: any copyright, trademark, trade secret, know-how, show-how, patent, patentable information, or other intellectual property.

2. Grant License

- 2.1. JST, in consideration for the payment of the License Fee, grants the Licensee a non-exclusive, non-transferable, and limited license to use the Licensed Program Materials for Licensee's business purposes, subject to this agreement.
- 2.2. The license shall start when the Licensee receives the Licensed Program Materials, subject to the payment of the License Fee. At no time does the title to the Licensed Program Materials pass to the Licensee.

3. Property and Confidentiality

- 3.1. The Licensed Program Materials contain confidential information of JST and all copyright trademarks and other Intellectual Property Rights in the Licensed Program Materials are the exclusive property of JST.
- 3.2. The Licensee shall not:
 - 3.2.1. Assign, transfer, sell, lease, rent, charge, or otherwise deal in or encumber the Licensed Program Materials nor Use on behalf of or make available the same to any third party without the agreement in writing of JST;
 - 3.2.2. Reverse engineer, decompile, or disassemble the whole or any part of the Licensed Program Materials or otherwise attempt to derive from object code the source code (other than as permitted by the Copyright (Computer Programs) Regulation Act 1992); or,

- 3.2.3. Reproduce on any copy of the Licensed Program Materials JST's copyright and trademark notices.

- 3.3. Without prejudice to the foregoing, the Licensee shall take all reasonable steps necessary to protect confidential information and Intellectual Property Rights of JST in the Licensed Program Materials.

- 3.4. The terms of confidentiality shall be governed by the following provisions:

- 3.4.1. The term "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in any form (written, oral, etc.) or provided through the Licensed Program that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation: trade secrets; technology and technical information; business, financial and customer information (including Licensee's data); pricing, forecasts, strategies, and product development plans; and/or the terms of this agreement. Each party understands that Disclosing Party has or may disclose Confidential Information in connection with this agreement, but that Receiving Party shall receive no rights in, or licenses to, such Confidential Information.

- 3.4.2. Confidential Information does not include any information that the Receiving Party can document: (i) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; (ii) was in its possession or known by it prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it without restriction by a third party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

- 3.4.3. The Receiving Party agrees: (i) not to disclose Confidential Information to any third person other than those of its employees, contractors, and advisors ("Representatives") with a need to have access; and, (ii) to use such Confidential Information solely as reasonably required in connection with the performance of this agreement. Each party agrees to be responsible for any breach of this Agreement caused by any of its Representatives. The Receiving Party further agrees to take the same security precautions to protect against unauthorized disclosure or unauthorized use of such Confidential Information of the Disclosing Party that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information.

- 3.4.4. If a Receiving Party is required in response to a request under applicable laws or pursuant to any judicial or governmental order, the Receiving Party may make such disclosure, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice to obtain a protective order in connection with such disclosure.

3.4.5. Each party agrees that, upon the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or provide written certification of the destruction of all Confidential Information of the Disclosing Party, including all Confidential Information contained in internal documents, without retaining any copy, extract, or summary of any part thereof. Notwithstanding the foregoing, a Receiving Party may retain copies of Confidential Information solely to the extent necessary for purposes of such party's ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information shall remain subject to the terms and conditions of this agreement for so long as it is retained.

4. Limited Warranty

4.1. The Licensed Programs are warranted to be free of defects in materials and workmanship under normal use during the term of this agreement. In the event of notification, within the warranty period, of defects in materials or workmanship, your sole and exclusive remedy and JST's sole and exclusive obligation shall be, at JST's option, either (i) to replace the Licensed Programs so that the Licensed Programs will perform substantially in accordance with the specifications, or (ii) to refund to you the amount paid by you for the Licensed Programs.

4.2. The Licensed Programs will perform substantially in accordance with the then current published functional specifications for the term of this agreement. In the event of notification, within the warranty period, of a failure of the Product to perform in accordance with specifications, your sole and exclusive remedy and/or JST's or any of JST's Product resellers' or dealer's sole and exclusive obligation shall be, at JST's option, either (i) to replace the Licensed Programs so that the Licensed Programs will perform substantially in accordance with the specifications, or (ii) to refund to you the amount paid by you for the Licensed Programs.

4.3. EXCEPT AS SPECIFIED IN THIS SECTION 4 THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE, AND THE LICENSED PROGRAMS, LICENSED PROGRAM MATERIALS, PROGRAM DOCUMENTATION, AND OTHER FILES ON THE MEDIA ARE OTHERWISE PROVIDED "AS IS" (Some states do not allow the exclusion of implied warranties so the above exclusion may not apply to you).

4.4. THESE ARE YOUR SOLE AND EXCLUSIVE REMEDIES for any warranty claims that you may have against JST or any reseller or dealer arising out of or in connection with the Licensed Program, whether made or suffered by you or another person.

4.5. IN NO EVENT WILL JST, OR ANY RESELLER OR DEALER OF JST'S PRODUCT(S), BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF A BREACH OF THIS AGREEMENT OR YOUR USE OF THE LICENSED PROGRAM MATERIALS, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THE LICENSEE, JST, OR ITS RESELLER OR

DEALER, HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply). Except for (i) a breach of a party's confidentiality obligations, (ii) Licensee's breach of Sections 3.1 or 3.2, (iii) a party's grossly negligent or willful conduct in breach of this agreement, and (iv) a party's indemnification obligations, a party's total liability of all kinds arising out of or related to this agreement (including but not limited to any warranty claims hereunder), regardless of the form, and regardless of whether any action or claim is based in contract, tort or otherwise, shall not exceed twice the total purchase price paid by you for the Licensed Program Materials. JST's product pricing reflects the allocation of risk and the limitation on liability contained in this agreement.

4.6. Because it is impossible for JST or the resellers or dealers of JST product(s) to know the purposes for which you acquired the Licensed Program Materials or the uses to which you will put the Licensed Program Materials, you assume full responsibility for the selection of the Licensed Program Materials, their use, and the results of that use.

4.7. While every reasonable effort has been made to ensure that you will receive a product that you can use and enjoy, neither JST nor the resellers and dealers of JST's product(s) warrant that the functions of the Licensed Program Materials will meet your requirements or that the operation of the Licensed Program Materials will be uninterrupted or error-free. Due to the complex nature of computer programs, despite the best efforts of JST, the Licensed Program Materials in this package (like all large programs) will probably never be completely error-free.

4.8. The limited warranty above does not cover any product which has been the subject of abuse or damage by Licensee, nor does it cover any product which has been altered or changed by anyone other than JST (or as approved by JST).

4.9. Neither JST nor the reseller and dealers of JST product(s) are responsible for problems caused by changes in the operating characteristics of the hardware or operating system software you are using which are made after the release date of this version of the Licensed Program Materials, nor for problems in the interaction of the Licensed Program Materials with any other software.

4.10. No action for breach of warranty may be commenced more than 1 (one) year following the expiration date of the above limited warranty.

5. Updates

5.1. JST may from time to time, at its sole discretion, make available updates and service packs ("Updates") that correct errors in and/or provide added functionality to the Licensed Program. You shall be eligible to download the Updates and install them only if you have entered into a separate maintenance agreement or statement of work with JST.

5.2. JST reserves the right to prohibit the download and/or installation of the Updates for any copy of the Licensed Program not under a maintenance agreement or addressed by a statement of work in force using technical means.

5.3. You therefore agree that JST may check your license information of the Licensed Program to ensure that you are eligible to receive Updates.

5.4. JST will not retrieve any personally identifiable information, or any other information, from any computer via such technical means and shall comply with all applicable laws and regulations concerning the protection of privacy.

5.5. JST and Licensee may enter into a maintenance agreement or statement of work on mutually acceptable terms for JST to provide custom development work to Licensee.

6. Term

6.1. This agreement is valid on the date of the purchase order from JST and will remain in effect until terminated. Either party may terminate this agreement upon 30 (thirty) days' prior written notice to the other party. Upon termination or expiration, all licenses granted will terminate. Upon termination or expiration, Licensee will destroy the Licensed Program Materials and all copies thereof. If any of the terms and conditions of this agreement are violated by the Licensee, in addition to all other legal rights and remedies, JST may terminate this agreement. Upon termination, Licensee shall return or destroy the Licensed Program Materials. The provisions of this agreement which protect the proprietary rights of JST, the confidentiality obligations, and the indemnification obligations, and any other provision which by its nature or the circumstances which are intended to survive expiration or termination shall remain in force after the expiration or termination of this agreement.

7. Assignment

7.1. The parties shall not assign, sublicense, or otherwise transfer this agreement or any of its rights and obligations hereunder, whether in whole or in part, without the prior consent of the other party. Notwithstanding the foregoing either party may assign this agreement to any entity that it controls, is controlled by, or that it is under common control with, now or in the future, or which succeeds to its business through a sale, merger, or other bona fide series of corporate transactions.

8. Law

8.1. This agreement shall be governed by and constructed in accordance with the law in the State of New York and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of the State of New York. If any action is pursued to enforce this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which such party may be entitled.

9. Force Majeure

9.1. JST shall not be liable to the Licensee for any failure in respect of the Contract if and to the extent that performance has been prevented, hindered, or delayed by any circumstance beyond the reasonable control of JST, provided JST makes reasonable efforts to promptly commence performance as soon as reasonably possible and waives any fees for services not performed during this period.

10. Waiver

10.1. The waiver of either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on part of either party to exercise or avail itself of any right power or privilege that has or may have hereunder operate as a waiver of any subsequent breach or default by the other party of the same or any other provision of this agreement.

11. Infringement Indemnification

11.1. JST will indemnify and defend, at its expense, any third party suit or proceeding against Licensee, any of its subsidiaries, affiliates, officers, directors, employees, or agents, in a court of competent jurisdiction for infringement of worldwide patents, worldwide copyrights, trade secrets, or other Intellectual Property Rights by the Licensed Program Materials purchased hereunder, provided JST is notified promptly and JST has full and complete carriage of the defense of the claim in its sole and absolute discretion from the initiation of such claim.

11.2. JST shall not concede, settle, or compromise any claim which would assign any liability or responsibility to Licensee without the prior written approval of Licensee.

12. Miscellaneous

12.1. Taxes. Each party is solely responsible to pay all taxes and governmental fees and charges that each party is liable to pay under applicable law or otherwise under this agreement.

12.2. Relationship of the Parties. JST and Licensee are independent contractors. Nothing in this agreement shall be deemed to constitute a joint venture or partnership between the parties, nor constitute any party as the agent of the other party for any purpose, or entitle any party to commit or bind the other party in any manner.

12.3. Compliance with Laws. Each party will comply with all applicable laws during performance of this agreement.

12.4. Entire Agreement. This agreement, together with any order form, purchase order, or invoice, is the parties' entire agreement with respect to its subject matter, and supersedes any prior communications, discussions, understandings or agreements. Any term of this agreement may be amended and the observance of any term of this agreement may be waived with the written consent of the parties. For clarity, only the product identity and pricing terms in any such document above will have any effect and any other different, conflicting, or additional terms will not be binding on the parties, despite any signing or acceptance of such document.

12.5. Severability. If any provision of this agreement is held to be unenforceable, the unenforceable provision shall be replaced by an enforceable provision that comes closest to the parties' intentions underlying the unenforceable provision, and the remaining provisions of this agreement shall remain in full force and effect.