

DATA SOFT LOGIC CORPORATION
END USER LICENSE AGREEMENT
Effective July 7, 2011

DATA SOFT LOGIC CORPORATION ("DSLCL") IS WILLING TO LICENSE THE PERSONAL USE OF SOFTWARE AND DOCUMENTATION, IF ANY, EITHER AS INSTALLED ON A PERSONAL COMPUTER AND/OR AS ACCESSED FROM A REMOTE SERVER ("SOFTWARE") TO YOU (AN INDIVIDUAL PERSON AS WELL AS A SINGLE LEGAL ENTITY FOR WHOM YOU WORK, WHO WILL BE COLLECTIVELY REFERRED TO IN THIS EULA AS "YOU") ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT ("EULA"). THE TERM "YOU" INCLUDES ANY SIGNATORY TO A SOFTWARE SUBSCRIPTION SERVICES AGREEMENT WITH DSLCL. THE TERM "SOFTWARE" INCLUDES ANY UPGRADES, PATCHES, ERROR CORRECTIONS, SUPPLEMENTS OR ADD-ON COMPONENTS THAT DSLCL MAY LATER PROVIDE TO THE EXTENT SUCH ITEMS ARE NOT ACCOMPANIED BY A SEPARATE LICENSE AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE ACCESSING, INSTALLING OR USING THE SOFTWARE. BY ACCESSING, INSTALLING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE NOT WILLING TO BE BOUND BY THIS EULA, YOU MAY NOT ACCESS, INSTALL OR USE THE SOFTWARE.

The Software is DSLCL confidential information protected by intellectual property laws and treaties and is licensed, not sold. In the event of any conflict or inconsistency between the terms of this EULA and the terms of any other license agreement from DSLCL, the terms of this EULA shall control.

1. License Rights.

1.1 Subject to Your compliance with this EULA, to the extent of DSLCL's intellectual property rights in the Software, You are granted a non-transferable, non-sublicensable and non-exclusive license to, within the United States only, upon submission of valid Access Information, install (if applicable), access and use a single copy of the Software on a single personal computer, and to print out, for Your internal use only and not for distribution, screenshots of the Software. No other right or license is granted hereunder, and no other right or license shall be implied by conduct or otherwise.

1.2 You shall not copy, modify, publish, transmit, display, perform, create derivative works from, make improvements of, distribute or share use of the Software with others, or sublicense, rent, lease, or commercially host the Software. You acknowledge and agree that the password, username, and/or other log-in information assigned to You for Your use of the Software ("Access Information") is DSLCL's confidential and proprietary trade secret information. You agree not to disclose or misuse such Access Information. You shall take all reasonable steps to safeguard Access Information from unauthorized use or disclosure. DSLCL shall not be liable for any loss that You incur as a result of someone else using Your Access Information, either with or without your knowledge. You may be held liable for any losses incurred by DSLCL due to someone else's use of Your Access Information. You shall promptly report to DSLCL any unauthorized use of the Access Information or Software of which You become aware and take such further steps as DSLCL may reasonably request to prevent or mitigate such unauthorized use.

1.3 All rights not expressly granted in Section 1.1 are reserved to DSLCL. DSLCL and its licensors retain all right, title and interest in the Software, including its organization, user interface and presentation, and all associated intellectual property rights. The structure, sequence, organization and code of the Software are the valuable trade secrets and copyrighted confidential information of DSLCL and its licensors.

1.4 You acknowledge and agree that unauthorized use, reproduction or distribution of the Software and Access Information could cause substantial and irreparable injury to DSLCL, the extent of which would be difficult to ascertain, and that as such DSLCL shall be entitled to seek immediate injunctive relief in any court of competent jurisdiction under the applicable laws thereof.

2. Restrictions.

2.1 The Software is licensed as a single product. The Software's component parts shall not be separated for use on more than one computer.

2.2 You shall not reverse engineer, modify, decompile, disassemble or otherwise attempt to derive the source code or other information from the Software, except and only to the extent that: (a) such activity is expressly permitted by directly applicable law notwithstanding this contractual limitation; and (b) it is essential to engage in such activity in order to obtain information needed to achieve interoperability of independently created software with the Software; and (c) DSLCL has not made such information available to You (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by You under this Section 2.2 may only be used by You for the purpose described in this Section 2.2, and shall not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software.

2.3 You agree to provide any feedback, ideas, bug fixes, comments, suggestions, or improvements that You may have, if any, to DSLCL. You agree that DSLCL may use and exploit any such information You provide for DSLCL's business purposes, including for product support and development, without any obligation or payment to You.

2.4 This EULA does not grant You any rights in connection with any trademarks or service marks of DSLC.

2.5 Without prejudice to any other DSLC rights or remedies, the rights set forth in Section 1.1 above shall automatically terminate if You fail to comply with the terms and conditions of this DSLC or any other related agreement with DSLC, such as a Software Subscription Services Agreement. In addition, this EULA shall terminate in the event of termination or expiration of a Software Subscription Services Agreement between DSLC and You, if any. In such event, You immediately must destroy all copies and/or cease all use of the Software.

2.6 It shall be Your responsibility to ensure that data generated by You and that You upload or incorporate for use with or processing by the Software is protected from unauthorized use or disclosure. DSLC asserts no ownership or other rights in such user data. Further, You shall be solely responsible for providing and maintaining all hardware, software, and network connectivity as may be required for use of the Software.

2.7 You agree to indemnify, defend, and hold harmless DSLC from any and all claims, liabilities, damages, expenses, costs, penalties or fines, as well as judicial or administrative costs, including reasonable attorneys' and experts' fees, arising from Your and Your employees', directors', officers', or agents', use of the Software and failure to comply with the terms of this EULA or the Software Subscription Services Agreement.

2.8 You acknowledge and agree that DSLC may at any time modify, temporarily or permanently, the Software in whole or in part, and that DSLC may suspend or terminate access to the Software, provided DSLC makes a *pro rata* refund to you any advance funds paid by you for access to the Software, if any.

3. Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DSLC AND ITS SUPPLIERS PROVIDE THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS, AND DSLC AND ITS SUPPLIERS DISCLAIM WITH RESPECT TO THE SOFTWARE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS RELATED TO: TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, LACK OF DEFECTS, NEGLIGENCE OR WORKMANLIKE EFFORT, OR CORRESPONDENCE TO DESCRIPTION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU; DSLC DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. DSLC DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE WILL MEET YOUR PURPOSES OR OBJECTIVES. DSLC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES CAUSED IN WHOLE OR IN PART BY SOFTWARE OR HARDWARE PROVIDED BY PARTIES OTHER THAN DSLC. AS THE DATA TO BE USED IN CONJUNCTION WITH THE SOFTWARE IS GENERATED SOLELY BY YOU, DSLC SHALL NOT BE LIABLE IN ANY WAY UNDER ANY THEORY OF LIABILITY FOR INACCURACY OR INCOMPLETENESS OF THE DATA. NOTHING CONTAINED IN THIS EULA, DSLC'S WEBSITE(S), OR THE SOFTWARE IS INTENDED TO RENDER LEGAL ADVICE TO YOU, AND NO SUCH LEGAL ADVICE SHALL BE INFERRED FROM ANY OF THE FOREGOING. YOU ARE WHOLLY RESPONSIBLE FOR YOUR COMPLIANCE WITH ALL LAWS, RULES OR REGULATIONS APPLICABLE TO YOUR ACTIVITIES AND OPERATIONS, AND YOU ARE WHOLLY RESPONSIBLE FOR OBTAINING FROM YOUR OWN LEGAL COUNSEL ANY REPRESENTATION AND ADVICE NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH.

The Software may include links to other websites or login access via such links, and/or may utilize the functionality of third party services (collectively, "Third Party Functions"). Such links and utilization shall not be construed as an endorsement, sponsorship, or affiliation by DSLC. DSLC exercises no control whatsoever over such other Third Party Functions, and is not responsible or liable for the availability, functioning, or quality thereof or the content, advertising, products or other materials thereon. DSLC shall not be responsible or liable, directly or indirectly, for any damage or loss (including data loss) incurred or suffered in connection with Third Party Functions. Your access and use of Third Party Functions is solely at Your own risk. Use of certain Third Party Functions included in or accessed through the Services may be subject to other terms, conditions and disclaimers contained in <http://www.pepid.com/legal/legal.asp>, as may be modified or supplemented by DSLC from time to time ("Third Party Terms"). You hereby accept and agree with such Third Party Terms.

4. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL DSLC BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF DSLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) IN NO EVENT SHALL DSLC'S LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE FEES PAID BY YOU FOR USE OF THE SOFTWARE, IF ANY; AND (C) THE FOREGOING LIMITATIONS IN THIS SECTION 6.0 SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5. US Government. The use, duplication or disclosure by the U.S. government of technical data, computer software and documentation licensed hereunder is subject to the restrictions as set forth in FAR 52.22714(g) (2), FAR 52.22719, DFARS 252.2277015(b), and DFARS 227.72023(a), or other like or successor provisions, as applicable, and are provided under "Restricted Rights". You may not provide the materials licensed hereunder or technical data to any third party unless such party accepts these restrictions (and such provision is otherwise

permitted by this EULA). You are responsible for ensuring that proper notice is given to all such third parties and that any materials and technical data so provided are properly marked.

6. Governing Law. This EULA and all related disputes shall be governed by and construed under the laws of California and controlling US law. The choice of law rules of any jurisdiction shall not apply.

7. Severability; Waiver. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, such provisions shall not affect the validity of the balance of the EULA, and such provisions are herewith waived or reformed to the extent necessary for the EULA to be otherwise enforceable in such jurisdiction. No waiver of any breach of any provision of this EULA shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of DSLC.

8. Force Majeure. DSLC shall not be liable for any failure, delays, unavailability, or errors of the Software and availability of data processed by the Software caused by events beyond DSLC's reasonable control, including acts of war, natural disasters, changes in law, labor disputes or work stoppages, terrorist or military actions, civil disturbances, etc.

9. Assignment. This EULA shall not be assigned, delegated, or transferred, in whole or in part, whether voluntary, involuntary, by merger, consolidation, dissolution, sale of assets, or otherwise, without the prior written consent of DSLC. Any such purported assignment, delegation or transfer without DSLC's written consent shall be null and void. This EULA shall be binding on, and inures to the benefit of, the parties and their respective and permitted successors and assigns.

10. Construction. This EULA will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. This EULA is in the English language only, which language shall be controlling in all respects, and all versions of this EULA in any other language shall be for accommodation only and shall not be binding on the parties to this EULA. Except as expressly noted, this EULA confers no third party rights and creates no third party beneficiaries of any kind.

11. Integration. This EULA, as well as any Software Subscription Services Agreement that may be in place between You and DSLC, represent the entire agreement between You and DSLC relating to the Software and supersedes all prior or contemporaneous oral or written agreements, communications, proposals and representations with respect to its subject matter. In the event of a conflict or inconsistency between the terms of this EULA and the Software Subscription Services Agreement, the latter shall control. No modification to the EULA will be binding, unless in writing and manually signed by a duly authorized representative of DSLC.