

USEReady End User License Agreement

This End User License Agreement (the “Agreement”), effective as of the date you click “I ACCEPT” or Sign this document below (the “Effective Date”), is made by and between Suvip Solutions Inc DBA USEReady (“LICENSOR”), a New York incorporated corporation, and the organization identified in your order (each, an “Order”) for Software (as defined below) submitted to LICENSOR, which organization (“LICENSEE”) you represent and warrant you have the legal authority to bind to this Agreement. By installing the Software, and clicking “I ACCEPT” below, you acknowledge and agree by and on behalf of LICENSEE that: (i) LICENSOR is the sole owner of the Software and all intellectual property rights therein, and (ii) LICENSEE is bound by the terms of this Agreement.

1. **Software.** For purposes of this Agreement, “Software” shall mean the software identified in the Order to which this Agreement pertains, together with any releases, updates, upgrades, bug fixes or enhancements to the Software which LICENSOR, in its sole discretion, may choose to make available to LICENSEE.
2. **Limited License.** LICENSOR grants, and LICENSEE accepts, for the Term (defined below), and subject to the terms and conditions of this Agreement, a non-transferable, non-exclusive, limited license to install the software on a single server in executable form only, and to use for LICENSEE’s internal business purposes. The Software shall only be accessed and used by LICENSEE and its employees. LICENSEE agrees that it will not: (a) copy, transfer, assign, rent, resell, distribute or use the Software other than as expressly authorized in this Agreement; (b) make any enhancement or modification to the Software; (c) decompile, reverse engineer or disassemble the Software in any manner, either entirely or in part; or (d) use the Software as a service bureau.
3. **Title.** LICENSEE agrees that LICENSOR and/or its licensors own all right, title and interest in and to the Software, any derivative works, modifications and enhancements thereof created by LICENSEE or its employees or representatives, whether authorized to be made hereunder or otherwise (collectively, the “LICENSEE Enhancements”), and all intellectual property and proprietary rights therein including any respecting the design, manufacture, operation or service of the Software and/or any LICENSEE Enhancements. LICENSEE hereby assigns all such rights to LICENSEE Enhancements to LICENSOR.
4. **Fees.** LICENSEE’s use of the Software is conditioned upon LICENSOR’s receipt in full in advance of LICENSOR’s fees for the software specified in the Order. In the event that any such fees are not timely paid as specified in the Order, LICENSOR may in its sole discretion suspend LICENSEE’s access to the Software and/or terminate this Agreement upon written notice to LICENSEE.
5. **Support Services.** LICENSOR may provide such support services related to the Software as per agreed upon terms and service level agreements. Any Software or other copyrightable material directly related to this Software and provided to LICENSEE shall be considered part of Software and subject to the terms of this Agreement.
6. **Warranty; DISCLAIMER.**
 - (a) LICENSOR warrants that upon delivery the Software will substantially conform to its material specifications identified in LICENSOR’s then current manual for the Software
 - (b) LICENSOR’S SOLE OBLIGATION, AND LICENSEE’S SOLE AND EXCLUSIVE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY RECEIVED WITHIN NINETY (90) DAYS AFTER DELIVERY OF THE SOFTWARE SHALL BE FOR LICENSOR TO USE COMMERCIALY REASONABLE EFFORTS TO REDELIVER TO LICENSEE A CONFORMING VERSION OF THE SOFTWARE. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE OR ITS FUNCTIONALITY, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND

TITLE. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

7. Term; Termination.

- (a) Unless earlier terminated in accordance with the provisions of this Article 7, the term of this Agreement (the "Term") shall begin on the Effective Date and shall continue indefinitely.
- (b) If LICENSEE fails to comply with any provision of this Agreement, LICENSOR may, at any time thereafter terminate this Agreement upon written notice to LICENSEE.
- (c) Either party may immediately terminate this Agreement by giving written notice to the other party in the event of (i) the liquidation or insolvency of the other party, (ii) the appointment of a receiver for the other party, (iii) an assignment by the other party for the benefit of its creditors, or (iv) the filing of a petition in bankruptcy by or against the other party under any bankruptcy or state creditor's law.
- (d) Upon termination of this Agreement, LICENSEE shall immediately terminate its use of the Software and shall thereafter make no further use of the Software. In the event of termination of this Agreement for any reason, the provisions of Section 3, 4, 6(b), 7, 8, 9, 10 and 11 shall survive, and all other provisions of this Agreement shall terminate.

8. Confidentiality.

- (a) LICENSEE agrees that the Software and any documentation or other information pertaining thereto, whether expressed orally, electronically, in writing, or in any other format, constitutes proprietary information and trade secrets that are the sole property of LICENSOR or its licensors. LICENSEE agrees to secure, protect, keep confidential and not disclose the Software and any documentation or other information pertaining thereto, and any portion or copy thereof. Such obligation shall survive the termination of this Agreement for any reason. All copies of the Software and any related documentation, including translations, compilations, partial copies with modification, and updated works, are, as between LICENSEE and LICENSOR, the property of LICENSOR.
- (b) LICENSEE acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary to protect the proprietary information and intellectual property rights of LICENSOR and its licensors and that any violation thereof by LICENSEE would result in irreparable harm to LICENSOR. In the event of any violation of the provisions of this Agreement by LICENSEE, LICENSEE acknowledges and agrees that LICENSOR shall, without the necessity of posting any required bond or other form of financial assurance, be entitled to pursue and obtain from any court of competent jurisdiction (i) preliminary and permanent injunctive relief, and (ii) specific enforcement of the terms and provisions of this Agreement, which rights shall be cumulative and in addition to any other remedy to which LICENSOR may be entitled at law or in equity, including without limitation recovery of damages and lost profits.

9. Indemnity.

- (a) LICENSOR will, at its expense, defend any action brought against LICENSEE to the extent that it is based on a claim that the Software infringes any patents duly issued by the United States of America, or any registered United States trademark or copyright rights. LICENSOR will pay all damages and costs finally awarded against LICENSEE in any such action, provided that LICENSEE notifies LICENSOR in writing of the existence of such claim within seven (7) days of LICENSEE's receipt of such claim; and LICENSOR in its reasonable judgment receives LICENSEE's reasonable cooperation and assistance in defending or settling said claim. LICENSOR will have the option, at its expense, either to procure for LICENSEE the right to continue using the Software, to replace or modify the Software so that it becomes non-infringing, or to refund the fees paid by LICENSEE for such Software. This Section 9(a) states LICENSOR's sole obligation and liability, and LICENSEE's sole

remedy, for any claim that the Software or LICENSEE's use of it infringes the intellectual property rights of a third party.

- (b) LICENSEE will, at its expense, indemnify, defend and hold LICENSOR and its affiliates, and their respective principals, officers, directors, employees, agents and representatives harmless from and against any and all claims, causes of action, liabilities, judgments, settlements, costs, expenses and fees (including reasonable attorneys' fees) arising out of or relating to: (i) any misrepresentation made by LICENSEE in this Agreement, or LICENSEE's breach of this Agreement; (ii) LICENSEE's use of the Software; or (iii) LICENSEE misappropriation, infringement, violation or wrongful disclosure of LICENSOR's intellectual property or proprietary rights or confidential information.

10. Limitation of Liability NEITHER LICENSOR NOR ANY THIRD PARTY ASSOCIATED WITH THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE OR RELATED DOCUMENTATION SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIFIC, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, IN CONNECTION WITH OR ARISING FROM THE FURNISHING, PERFORMANCE, OR USE OF THE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY LICENSEE FOR THE SOFTWARE. THE LIMITED WARRANTY, LIMITED REMEDIES AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. LICENSOR WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO LICENSEE. LICENSOR HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY EQUIPMENT OR SOFTWARE NOT SUPPLIED BY LICENSOR, OR BASED UPON ALTERATION OF EQUIPMENT OR MODIFICATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A LICENSOR AUTHORIZED REPRESENTATIVE.

11. General Provisions. This Agreement contains the entire agreement of the parties with respect to the subject hereof. Neither this Agreement, nor the license granted herein, may be assigned by LICENSEE without LICENSOR's prior written consent. This Agreement may not be modified except by a written amendment signed by LICENSEE and an authorized representative of LICENSOR. If any provision of this Agreement is held unenforceable, that provision shall be enforced to the maximum extent permissible so as to give the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. This Agreement is governed by the laws of the State of New Jersey without reference to its conflict of law principles. Any dispute arising out of or relating to this Agreement or the Software shall be brought in the federal or state courts located in the State of New Jersey, the exclusive jurisdiction and venue of which LICENSEE hereby consents to. LICENSEE covenants and agrees to comply with all applicable laws including, without limitation, U.S. and foreign export control laws and regulations, applicable to use of the Software.

<p><u>Suvip Solutions Inc DBA USEReady</u></p> <p>_____</p> <p>By (Signature)</p> <p>_____</p> <p>Name (Print)</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Address for Notice: 11 Commerce Drive Suite 202 Cranford NJ</p>	<p>[_____]</p> <p>_____</p> <p>By (Signature)</p> <p>_____</p> <p>Name (Print)</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Taxpayer ID No.</p>
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