End User License Agreement

THIS END-USER LICENSE AGREEMENT ("AGREEMENT") IS A BINDING CONTRACT BETWEEN YOU AND ALLOY FORWARDING SOFTWARE LLC ("ALLOY") AND SHALL GOVERN YOUR USE OF ANY ALLOY SOFTWARE (THE "SOFTWARE").

NOW, THEREFORE, for the mutual consideration set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth below.

TERMS

Software License Terms

a) You acknowledge and agree that the Software is licensed, not sold, under this Agreement, and that you must purchase your license pursuant to the licensing model offered by Alloy: a hosted version of the Software hosted by Alloy on Alloy's own servers (a "Hosted License"). You acknowledge and agree that the Software and documentation are proprietary products of Alloy protected under U.S. copyright law and international copyright treaties, as well as other international property law and treaties. You further acknowledge and agree that all right, title, and interest in and to the Software (including, without limitation, any images, photographs, animations, video, audio, music, text, custom enhancements, "applets" incorporated into the Software) and documentation, including associated intellectual property rights, are and will remain with Alloy. This Agreement does not convey to you an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. Any and all trademarks and trade names of Alloy used in connection with the license granted hereunder are and will remain the exclusive property of Alloy. Any right not expressly granted to you by this Agreement is hereby expressly reserved by Alloy. You acknowledge that the Software is commercially valuable to Alloy and that you shall treat the Software as Confidential Information (defined below) and acknowledge that the Software contains substantial trade secrets of Alloy.

b) You hereby acknowledge and agree the following terms specifically apply to your Hosted License: The Software consists of software that runs on a server operated by Alloy or its third party hosting partners that's accessible by you through the Internet. Subject to the terms and conditions of this Agreement, and payment of the applicable Hosted License fees set forth in the applicable order, Alloy grants you a nonexclusive, nontransferable a Hosted License and right to use the Software hosted by Alloy using the number of licenses set forth in the applicable order. For the purpose of this Agreement, "use" means connecting to and using the Software via the Internet. You agree that a license fee shall be paid to Alloy for each of your licenses. Fees for such licenses are set forth in the order. You may never have more users than the number of licenses you purchased in the applicable order. As part of the Hosted License Alloy hereby grants you and your users remote access to Alloy's data center hosting the Software and your data via in-bound Internet connectivity pursuant to the Software documentation and Alloy's security requirements. You and your users shall comply at all times with Alloy's security requirements.

c) Except as otherwise expressly provided, you agree not to:

1) Transfer, rent, lease or sublicense the Software to another person or company without the express written consent of Alloy, and any permitted transfer will be subject to a license transfer fee in the sole and absolute discretion of Alloy;

2) Modify, copy, reverse engineer, decompile, disassemble, rent, lease, or transfer the Software;

3) Disable any licensing or control features of the Software;

4) Remove any of the copyright or trademark notices from the Software; and

5) Export or re-export the Software or right to access and/or use the Software to any country, person, entity, or end-user subject to U.S. export restrictions.

d) You agree to use the Software in a way that conforms with all applicable laws and regulations, and to comply with all applicable rules regarding use of any system's networks accessed via the Software. You understand and agree that you are fully responsible for the use of such Software by you or by anyone whom you permit to use your account.

e) Should you decide to transmit to Alloy any materials or other information of any kind for any reason you agree such submissions will be deemed non-confidential, unless you mark such materials or other information as confidential. For any non-confidential material and information you transmit to Alloy, you automatically grant Alloy a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license right to sublicense, use, copy, transmit, distribute, create derivative works of, and display such materials or other information. Alloy may enhance Alloy's knowledge, skills, and experience retained in intangible form in the unaided memories of Alloy's directors, employees, contractors, and advisors as a result of viewing your non-confidential and confidential materials and information. So long as Alloy complies with Alloy's obligations with respect to such materials and information set forth above, Alloy may develop, disclose, market, transfer and/or use such knowledge, skills, experience and intellectual property that may be generally similar to your materials and information, and you shall not have any rights in such knowledge, skills, experience or intellectual property nor any rights to compensation related to the Alloy's use of such knowledge, skills, experience, or intellectual property. Such use of such knowledge, skills, experience, or intellectual property in the ordinary course of business of Alloy shall not constitute breach of this Agreement.

f) You hereby acknowledge and agree that during the term of this Agreement:

1) Alloy may collect aggregated, usage data information about your use of the Software;

2) Usage data is collected in the Hosted License model, through a background Software process that allows Alloy to access and use such usage data;

3) Usage data may include, but is not limited to, the instances when the Software is accesses, launched, and/or quit, the types of features used, information on errors, the type and version of the operating system and/or Internet browsers used, and diagnostics data for Software support purposes;

4) Alloy tracks such usage data to diagnose performance issues and improve the reliability of the Software and our offerings;

5); and Usage data information shall become the sole property of Alloy and Alloy may use this information for Alloy's business purposes.

g) Alloy retains the right to subcontract support for the Software to third parties; provided, however, that no subcontract shall relieve Alloy of Alloy's obligations in this Agreement. Your rights under this Agreement are contingent upon your performance of your obligations pursuant to this Agreement. No

right is granted or conveyed by Alloy to you except when and if such obligations are performed. You acknowledge and agree that successful access, implementation, and/or use of the Software depends on your providing appropriate computer hardware and software as set forth in the documentation, or such other hardware or software as Alloy may reasonably recommend from time to time. You shall be responsible for providing the appropriate computer hardware and software at your sole expense. You shall access and use the Software in accordance with any operating instructions or procedures in the documentation or that may be issued by Alloy and amended by Alloy from time to time, in Alloy's sole and absolute discretion. You hereby grant Alloy a license to access to any information or data that you provide while accessing or using the Software, for the purposes of ensuring proper access and use of the Software by you and your users in accordance with this Agreement and to maintain and troubleshoot the Software. Alloy reserves the right to discontinue the operational functionality of all, or any part(s) of, the Software without notice to you; provided, however, that Alloy shall use reasonable efforts to maintain backward compatibility of any part of the Software with previous versions of the Software.

Term and Termination

The term of your use of the Software shall be set forth in the applicable order. After the initial term set forth in the order, such order will automatically renew for additional periods equal in duration to the period of the initial term (or for such different renewal term as set forth in the renewal Order), unless a party hereto provides written notice to the other party at least thirty (30) days prior to the commencement of the renewal period that it does not wish to renew. A party may also terminate (and/or Alloy may choose to suspend) this Agreement or an Order due to the other party's material breach upon written notice and thirty days' opportunity to cure. Upon termination of this Agreement, your license to use the Software will be terminated in its entirety. You acknowledge and agree that upon termination of this Agreement for any reason Alloy may terminate your ability to access and use the Software. Upon termination of this Agreement as set forth in this Section, your license will terminate, and you are required to return or destroy, as requested by Alloy, all copies of the Software in your possession and all other materials pertaining to the Software, including all copies of the Software. You agree to certify your compliance with such requirements upon Alloy's request.

Software Maintenance & Technical Support

Alloy will use reasonable efforts to provide you with updates to the Software from time to time. These updates may include new features and/or fixes. Alloy will determine the schedule and content of any updates in Alloy's sole and absolute discretion. Notwithstanding the foregoing, in no event will Alloy be obligated to provide you, free of charge, a copy of the commercial release version of the Software in connection with your participation in the usage program. Notwithstanding the foregoing, Alloy reserves the right to perform maintenance and required repairs at any time if required to avoid a material degradation of the Software.

Support services for the Software ("Support Services") are included in your fees. Any supplemental software code provided to you as part of the Support Services will be considered part of the Software and subject to the terms and conditions of this Agreement. You acknowledge and agree that by requesting Support Services you or your users will be solely responsible for establishing a connection over the Internet to our technician's computer so our technician can view information on your computer screen. Alloy is not responsible for obsolescence of the Software that will result from changes in your requirements or operating environment.

Professional Services

You may request in writing that Alloy create custom enhancements or provide other bespoke professional services ("professional services"). Any professional services will be performed pursuant to a mutually-executed statement of work which sets forth specific terms relating to the development and testing of the custom enhancements including, but not be limited to, the conceptual design of the custom enhancements and price, delivery, testing and acceptance terms. Alloy will have sole and exclusive ownership of any custom enhancements, all media and documentation relating to custom enhancements (including their development, or their operation, testing or use, and all reports and copies thereof), and all intellectual property rights associated therewith (including, without limitation, rights to copyrights, trade secrets, or know-how). Alloy may make the custom enhancements available to all Alloy customers in the next release of the Software (subject to its confidentiality obligations).

Payment

All billing and payment will be in U.S. Dollars. You understand and agree that you will be billed and will pay for the use of this Software in accordance with the applicable order. You may be required to submit a prepayment for the Software setup, installation, training, maintenance agreement, and first month of access to the Software by credit card if outside United States, company check payable to Alloy, ACH debit, or wire transfer prior to your use of the Software. All returned checks are subject to a $35.00 processing fee. PRE-PAID ACCOUNTS ARE NOT REFUNDABLE AND PRORATED REFUNDS ARE NOT GRANTED.

Alloy will provide each licensed user an ID that depending on your license will allow the user to do the following:

Use the Software.

Email any document created from the Software.

Access and use plugins the ID is subscribed to on a monthly basis

Your failure to make timely payments will result in your not being allowed access to the Software. You will then only be able to access the Software in read only mode, for a period of 30 days, in order to retrieve your data. Alloy will not be responsible for any interruptions to your communications or loss of business incurred for any reason whatsoever. If the user fails to make payment for a consecutive 45 days, the User understands that their account will go into Read-Only mode.

System Requirements

You are responsible for:

a) Procuring, installing, and operating computers and operating systems compatible with the Software and as required by your license model, as set forth in this Agreement and the Software documentation;

b) If you're chosen the Local License model, providing a proper environment and proper utilities for the computers on which the Software operates, including an uninterrupted power supply; and

c) Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Software or the computer systems non-operational.

Contact Alloy in order to receive recommended systems requirements.

Security

You agree to maintain your Alloy ID and password as private and confidential information. However, you understand that Internet communications are not secure, and may be subject to interception or loss. You agree to promptly notify Alloy if you have lost your ID or password, or believe someone other than yourself is using your ID or password. Alloy or any of Alloy's subsidiaries will never ask you for your password and you agree never to give it out to any other party.

You shall not tamper with, compromise, or attempt to circumvent any physical or electronic security or audit measures employed by Alloy in the Software and/or Alloy's IT systems, networks, and business operations. You shall not, without Alloy's express prior written consent, or as otherwise provided in this Agreement, and without complying with Alloy's security policies and procedures, access or remove from Alloy's Software and/or premises any Confidential Information, computer systems, and/or other property of Alloy, its affiliates, employees, licensees, agencies, or customers.

To the extent that you access any of the Software via electronic means, and/or have access to Alloy's, computer systems or networks, and/or other Internet systems, you shall implement industry-standard IT security to protect the Software and Alloy's computer systems, network devices and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via your use of the Software and/or accessing such systems. Such protections shall include, but not be limited to, (a) protecting against client side intrusions, (b) encrypting Confidential Information, (c) securing your computer systems and network devices, and (d) protecting against intrusions of operating systems or software.

Alloy is not responsible for any security breach due to not following the requirements explained above. You expressly permit Alloy to monitor your usage for purposes of auditing and confirming your compliance with this Agreement.

Your Data

All data collected and entered into the Software is owned solely by you. You acknowledge that the Software's handling of your data is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that will give rise to loss or damage. Alloy will not be liable for any such errors, omissions, delays, or losses. You are solely responsible for implementing:

a) Reasonable measures to limit the impact of such problems, including backing up data; provided, however, that if you have a Hosted License Alloy will use reasonable efforts to maintain a backup of your data for seven days;

b) Procedures to ensure the accuracy of input data;

c) Examining and confirming results prior to use; and

d) Procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

Customer Data may be exported at any time during the term of the Agreement. We will not delete Customer Data for up to 30 days after termination or expiration of the Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. After that 30-day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. Should you desire longer storage of Customer Data, paid Customer Data Storage Services may be available.

Warranty and Warranty Disclaimer

Alloy represents and warrants that to the best of its knowledge that (i) the Software functionality will materially conform with the documentation and user manuals that Alloy publishes; and (ii) the Software does not infringe any patent or copyright. YOU UNDERSTAND THAT THE USE OF THE SOFTWARE AND ANY CONTENT ACCESSED VIA THE SOFTWARE, WILL BE COMPLETELY AT YOUR OWN RISK. EXCEPT AS EXPRESSLY WARRANTED HEREIN, TO THE FULLEST EXTENT POSSIBLE UNDER LAW, THE SOFTWARE (INCLUDING WITHOUT LIMITATION YOUR ABILITY TO ACCESS THE SOFTWARE) IS PROVIDED "AS IS" AND ALLOY AND ALLOY'S AFFILIATES, MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, CONCERNING THE SOFTWARE. ALLOY DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE AND/OR THE SOFTWARE'S USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE, IF ANY, WILL BE CORRECTED.

You are solely responsible for determining whether the Software will achieve the results you desire.

Indemnity

Alloy will defend, indemnify and hold you harmless from and against any loss, cost and expense that you incur because of a third party claim that the Software infringes any copyright of others. Alloy's obligations under this indemnification are expressly conditioned on the following: (i) you must promptly notify Alloy of any such claim; (ii) you must in writing grant Alloy sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if you choose to represent its own interests in any such action, you may do so at its own expense, but such representation must not prejudice Alloy's right to control the defense of the claim and negotiate its settlement or compromise); (iii) you must cooperate with Alloy to facilitate the settlement or defense of the claim. Alloy will not have any liability hereunder to the extent the claim arises from (a) any modification of the Software; or (b) the use or combination of the Software with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Software is, or in Alloy's opinion is likely to become, the subject of a copyright infringement claim, then Alloy, at its sole option and expense, will either: (A) obtain for you the right to continue using the Software under the terms of this Agreement; (B) replace the Software with products that are substantially equivalent in function, or modify the Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to you the portion of the license fee paid to Alloy for the Software(s) giving rise to the infringement claim, less a charge for use by you based on straight line depreciation assuming a useful life of five (5) years, provided that you have returned or destroyed and discontinued its use of such Software. THE FOREGOING SETS FORTH ALLOY'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

LIMITATION OF LIABILITY

EXCEPT FOR DAMAGES ARISING AS A RESULT OF A PARTY'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY OBLIGATION, BREACH OF CONFIDENTIALITY, THE PARTIES AGREE THAT (A) NEITHER SHALL HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR INDEMNITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) A PARTY'S CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE SOFTWARE AND SERVICES PROVIDED BY AlloySHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO AlloyFOR THE SOFTWARE AND SERVICES WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY AT ISSUE. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION APPLY TO ALL LEGAL THEORIES AND CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND CLAIMS UNDER ANY STATUTE OR REGULATION, WHETHER FEDERAL, STATE, OR OTHERWISE. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION. THE DISCLAIMER OF DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF: (i) THE SUCCESS OR EFFECTIVENESS OF ANY OTHER REMEDY; AND (ii) WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

Confidentiality

"Confidential Information" shall mean all information that is: (i) labeled "Confidential" by the disclosing party ("Discloser"); or (ii) relates to the business of Discloser, including, but not limited to, agreements, prospectuses, proposals, demonstrations, advertising/promotional material, customer lists, files (both physical and virtual), drafts, books, logs, charts, flow charts, algorithms, formulas, processes, diagrams, schematics, technical drawings, computer programs, records, studies, reports, schedules, plans (including technical, business, financial, customer, and product development plans), strategies, market analysis, forecasts, statistical information, ideas, inventions (whether patentable or not), trade secrets, copyrights, patents, and all intellectual property of every kind and nature that is furnished or disclosed by Discloser to the other party ("Recipient"), regardless of the means or location of disclosure. Recipient hereby acknowledges and agrees that after execution of this Agreement, Recipient may be furnished with, receive, or otherwise have access to Confidential Information of Discloser. Confidential Information shall not include information which:

Is or becomes known publicly through no fault of Recipient;

Is learned by Recipient from a third party entitled to disclose it;

Is already known to Recipient before receipt from Discloser;

Is independently developed by Recipient; or

Must be disclosed by operation of law.

Recipient shall take reasonable steps necessary to protect the confidentiality of the Confidential Information Recipient receives from Discloser. Recipient shall use the Discloser's Confidential

Information only for the purposes of this Agreement. Recipient shall reveal Discloser's Confidential Information only to designated persons. Notwithstanding anything to the contrary set forth in this Agreement, Recipient may disclose Confidential Information if required by order of any court of competent jurisdiction or by order of any governmental agency, provided that Recipient, if permitted by law, first notify Discloser of such requirement and permit Discloser to contest such requirement before any disclosure, interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as Discloser deems appropriate to protect the Confidential Information.

Subject to the terms of this Agreement, Recipient hereby agrees that Recipient shall not disclose Discloser's Confidential Information for a period of three (3) years, and that Recipient shall not disclose Discloser's trade secrets for so long as they remain trade secrets. In no event shall Recipient use Confidential Information for Recipient's own benefit or any third party's benefit, either directly or indirectly, unless authorized to do so by Discloser.

Upon termination of this Agreement, Recipient shall, if requested by Discloser, either return or, if authorized by Discloser, destroy, all media or materials (including all copies of such media or materials) containing Confidential Information of Discloser in Recipient's care, custody or control.

The parties agree that, in the event of any breach of any confidentiality provision of this Agreement by Recipient, Discloser shall not have an adequate remedy in money or damages. The parties therefore agree that, in the event of an anticipated or actual breach by Recipient, Discloser shall be entitled to obtain injunctive relief against such anticipated or actual breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief shall in no way limit Discloser's right to obtain other remedies available under applicable law. No failure or delay by Discloser in enforcing any right, power, or privilege created in this Agreement shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power, or privilege.

Non-Solicitation of Employees

During the term of this Agreement, and for a period of twelve (12) months thereafter, you nor any affiliated company, shall not knowingly solicit or hire any of Alloy's employees whom you learned of, or became aware of, as a result of this Agreement. The restrictions contained in this Section shall not apply to any of the following employees and circumstances: (a) any employee who has ceased to be employed by a Alloy for at least six (6) months prior to being solicited; and (b) any employee that responds (without specific solicitation) to a general solicitation through newspapers or other publications of general circulation, placement agencies or similar means.

General

This is a non-exclusive Agreement. Nothing contained in this Agreement will be deemed to restrict Alloy from quoting, offering to license, or licensing the Software to other customers. Nothing contained in this Agreement precludes or in any way limits Alloy from entering into similar agreements with other customers, including, but not limited to, agreements between Alloy and other companies related to the Software.

A party will not be liable for any delay or failure in performance under this Agreement or interruption of service resulting from acts of God, civil or military authority, war, labor disputes, materials or services provided by third parties, or any cause beyond the reasonable control of such party.

Whenever under the provisions of this Agreement, notice is required or permitted to be given, it will be in writing, in English, and will be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet, or three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom the notice is intended with copies provided to the address set forth below or to such other addresses as a party will hereafter designate in writing to another party.

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all other prior or contemporaneous written or oral agreements or understandings between them with respect to the subject matter contained in this Agreement.

No amendment, waiver, or modification of this Agreement or any provision of this Agreement will be valid unless in writing, stating with specificity the particular amendment or modification to be made.

Nothing contained in this Agreement will cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition, or agreement contained in this Agreement to operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition or agreement. Waiver by any party of any breach of any provision of this Agreement will not be considered as, nor constitute a continuing waiver or waiver, breach or cancellation of, any other breach of any provision of this Agreement.

You will not assign rights or interests, or delegate duties under this Agreement without the prior written consent of Alloy. Any purported assignment or delegation violating this provision will be void.

This Agreement and the interpretation of this Agreement's terms will be governed by and construed in accordance with the laws of the State of Florida, without regard to Florida's conflicts of laws rules.

The parties irrevocably submit and consent to the exclusive jurisdiction and exclusive venue of the Florida state courts in and for Broward County Florida and the Federal Courts in and for the Southern District of Florida. The parties waive all rights to trial by jury in any action or proceeding instituted in connection with this Agreement. The parties agree not to raise the defense of forum non conveniens.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. If possible, the arbitrator will be an expert in the field of software. The arbitrator's award will be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Alloy's right to enforce this Agreement will survive termination of this Agreement.