

END USER LICENSE AGREEMENT

READ CAREFULLY. THE SERVICES AND PRODUCT(S) OFFERED HEREIN ARE CERTAIN COMPUTER PROGRAMS AND OTHER PROPRIETARY MATERIAL (THE "MOBILE CLIENT SOFTWARE") AS WELL AS RELATED ONLINE SERVICES (THE "SERVICES"), THE USE OF WHICH ARE SUBJECT TO THIS END USER LICENSE AGREEMENT ("AGREEMENT") BETWEEN **WILLIAM FRICK & COMPANY ("FRICK") AND USER ("YOU")**. PLEASE BE AWARE THAT USE OF THE MOBILE CLIENT SOFTWARE AND THE SERVICES ARE ALSO SUBJECT TO FRICK'S UNDERLYING SOFTWARE LICENSING AGREEMENT AND TERMS OF USE, WHICH ARE HEREBY INCORPORATED BY REFERENCE IN THIS AGREEMENT. USING THE MOBILE CLIENT SOFTWARE AND/OR ACCESSING OR REGISTERING FOR THE SERVICES CONSTITUTE YOUR AND YOUR COMPANY'S ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE ASSENTING AND ACCEPTING THESE TERMS ON BEHALF OF YOUR COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST NOT DOWNLOAD THE MOBILE CLIENT SOFTWARE TO YOUR SYSTEMS AND/OR ACCESS OR REGISTER FOR THE SERVICES, INCLUDING ACCESSING OR COPYING ANY MANUALS AND DOCUMENTATION.

If you have ordered the Mobile Client Software or the Services, Frick's acceptance is expressly conditional on your assent to the terms of these terms. These terms may be modified from time to time. It is your responsibility to regularly check Frick Software's site (the "Site") to determine if there have been changes to this Agreement and to review such changes. Continued use of the mobile client software or continue access of the services by you will constitute your acceptance of any changes or revisions to these terms.

Your failure to abide by these terms or any other terms or conditions posted anywhere within the Services may result in suspension or termination of your use of the mobile client software or access to the Services, without notice, in addition to Frick's other remedies.

I.

THE MOBILE CLIENT SOFTWARE

1. **LICENSE GRANT.** Subject to the terms set forth herein and elsewhere on this site, Frick hereby grants to You a limited, nontransferable, nonsublicensable, nonexclusive license to install and operate the object code version of the Mobile Client Software solely on authorized systems, computers or mobile devices, solely to interact with, and allow the collection of data by, the Services and solely up to the number of licenses acquired by You.
2. **LICENSE RESTRICTIONS.** You may not, directly or indirectly: (a) modify, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or the underlying ideas or algorithms of the Mobile Client Software, except to the extent applicable statutory law expressly prohibits such restrictions; (b) create derivative works based on the Mobile Client Software; (c) use the Mobile Client Software for performing comparisons or other "benchmarking" activities; (d) copy, rent, lease, distribute, or otherwise transfer rights to the Mobile Client Software; or (e) remove any proprietary notices or labels on the Mobile Client Software.

II.

THE SERVICES

1. **ACCESS GRANT.** Subject to the terms and conditions herein, Frick shall provide You with access rights to Frick's SmartCAT Forms TM and SmartCAT Capture TM software online service (the "Services"), solely in accordance with this Agreement, solely for use with the Mobile Client Software, solely for your internal business purposes and up to the number of authorized users for whom access rights have been purchased in accordance with this Agreement. Each authorized user purchased must have a unique username in the system. Sharing of usernames is expressly prohibited and in violation of this agreement.
2. **REGISTRATION.** The Services require that you register and/ or set up an account to use all or a portion of the Services. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information, such as credit card information for payment of Services (collectively, the "Registration Information"). You agree and represent that all Registration Information

provided by you is accurate and up-to-date. If any of your Registration Information changes, you must immediately update it by editing your customer profile on the Services. In our sole discretion, Frick may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is offensive. For additional information regarding use of personal information you supply or communicate to the Services, please see our Terms of Use. You are solely responsible for maintaining the confidentiality of your Registration Information, and for any failure to do so. You are solely responsible for all use of the Services by you and anyone you allow to access the Services.

3. **SECURITY.** If You have reason to believe that your account is no longer secure (e.g., loss, theft or unauthorized disclosure or use of your Registration Information or computer or mobile device used to access the Services), you must immediately change the affected Registration Information and notify Frick. If you install any software or enable any service that stores information from the Services on any mobile device or computer, it is your responsibility, prior to transfer of such device, to remove your information or otherwise disable access to such software or service, in order to prevent unauthorized access to your information or account.

4. **USE OF THE SERVICES.** Unless otherwise specified, the Services are solely intended for your internal business purposes only. You agree to use the Services only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. You will not, nor attempt to do, any of the following with respect to the Services, except as expressly authorized or enabled by Frick: (a) Access the Services in a manner or through an interface not provided or authorized by Frick including but not limited to, any automated means (e.g., scripts or bots); (b) Reproduce, duplicate, copy, sell, trade, resell or exploit the Services; (c) Republish or syndicate the information available on the Services.

5. **USER CONDUCT.** You agree not to use the Services to upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable. You further agree not to upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. You hereby represent and warrant that you will not use the Services to violate, misappropriate or infringe rights of third parties, including intellectual property rights.

6. **COMPLIANCE WITH LAWS AND AGREEMENT.** You agree to use the Services only for purposes that are permitted by any applicable law, rules or regulations, and as permitted herein.

7. **INTERFERENCE.** You agree not to disrupt, overwhelm, attack, modify or interfere with the Services or its associated software, hardware and/ or servers in any way, and you agree not to impede or interfere with others' use of the Services. You further agree not to alter or tamper with any information or materials on or associated with the Services.

8. **USER CONTENT.** You are solely responsible for the reviews, messages, notes, text, information, business data, photos, profiles, and any other content that you upload, publish or display (hereinafter, "post") on or through the Services, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Services that you did not create or that you do not have permission to post, transmit, or share. You understand and agree that Frick may, but is not obligated to, review the Services and may delete or remove (without notice) any User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of Frick violates this Agreement, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Services or provide to Frick.

9. **OWNERSHIP OF USER CONTENT.** Frick does not assert any ownership over your User Content. You retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content. You represent, warrant and agree that no materials or information of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Services will violate or infringe upon the rights of any third party, including copyright, trademark, trade secrets, privacy, publicity or other personal or proprietary rights; or contain

libelous, defamatory or otherwise unlawful material. During the term of the access rights to the Services, You grant to Frick a limited, non-exclusive license to store, copy, use, encrypt, aggregate, modify or display User Content solely to the extent necessary to provide the Services to You. Frick will not use User Content for any other purpose. Upon termination or expiration of this Agreement for any reason, Frick will destroy all User Content in its possession except as required by law unless You request otherwise in writing.

III

INTELLECTUAL PROPERTY

1. TITLE. As between the parties, Frick and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Mobile Client Software and/ or the Services. You understand that Frick may modify or discontinue offering the Mobile Client Software or the Services at any time. The Mobile Client Software and Services are protected by the intellectual property laws of the United States and international treaties. This Agreement does not give You any rights not expressly granted herein. You understand that the Mobile Client Software is licensed and not sold, and that you get an access right to the Services not a proprietary interest.

2. USE OF MATERIAL. The Services contain material that is protected by state, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Services. You may download material from the Services and may use the Services for your personal use only, provided you keep intact all copyright and other proprietary notices.

3. OWNERSHIP AND CONTROL. The content, organization, graphics, text, images, video, design, markup language, compilation, trademarks, service marks, logos, slogans, advertising and all other material on or used for the Services, including without limitation, the "look and feel" of the Site(s), are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of Frick or its licensors. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the Site, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

4. FEEDBACK. If you provide Frick with feedback, suggestions, testimonials, comments, ideas, ratings, reviews, bug reports, or any similar or related information ("Feedback"), you agree that (a) any and all right, title and interest to such Feedback shall become the exclusive property of Frick; (b) Frick shall be able to use and share such Feedback without your consent; (c) Frick owes you no obligation or compensation whatsoever regarding the Feedback; and (d) Frick may already have contemplated or be contemplating the same or similar ideas as your Feedback. If you do not agree with these terms regarding Feedback, or want to maintain ownership of any intellectual property contained in any specific Feedback, your sole option and recourse is to not submit such specific Feedback to Frick.

IV

CONFIDENTIALITY

Except as expressly allowed by this Agreement, You will not use or disclose any Mobile Client Software, software or related technology, idea, algorithm or information except to the extent You can document that it is generally available for use and disclosure by the public without any charge or license. User Content is your confidential information.

V

ECONOMIC TERMS

1. SERVICES. You agree to pay any and all applicable fees (e.g., one time, recurring monthly, annual subscription fees for accounts) incurred in connection with your account at the rates in effect when the charges were incurred. If you terminate your account, such termination will be effective immediately, and you will not receive a refund for any amounts you already paid. You agree to pay any applicable taxes, and reimburse us for any collection costs and interest for any overdue amounts.

2. FREE TRIAL OFFERS. If you receive a free offer for a specific number of days, you will not be charged during the free offer time period. To continue service after the trial period has expired requires a paid subscription.

3. NO REFUNDS. Unless we state in writing otherwise, all fees and charges are nonrefundable.

4. THIRD PARTY CHARGES AND MOBILE ALERTS. You are solely responsible for any fees or charges incurred to access the Services through an internet access provider or other third party, including without limitation charges incurred to receive SMS messages or other mobile access, which may be billed to You or deducted from Your prepaid balance by Your mobile provider. You agree that Frick is not liable in any way for any third party charges.

VI

INDEMNIFICATION

You agree to indemnify Frick and its affiliates, employees, agents, representatives and third party services providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorney's fees) which may arise from your submissions, from your unauthorized use of material obtained through the Services, or from your breach of this Agreement, or from any such acts through your use of the Services or the Mobile Client Software(s).

VII

DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRICK DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE AND/OR NON-INFRINGEMENT. FRICK DOES NOT WARRANT THAT THE PRODUCT(S) OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES OR USE OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

VIII

LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FRICK BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, INCLUDING USER CONTENT AND/OR USE OF THE SERVICES OR PRODUCTS BY YOU, EVEN IF FRICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF FRICK TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF: (A) FIFTY DOLLARS (US\$50); OR (B) THE TOTAL AMOUNT OF ALL FEES PAID TO FRICK BY YOU UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. YOU HEREBY AGREE TO RELEASE FRICK, ITS LICENSORS, ITS AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE PRODUCT(S) OR SERVICES.

IX

TERM AND TERMINATION

This Agreement shall continue until terminated as set forth herein. You may terminate this Agreement at any time. Frick has the right to terminate and/ or suspend your ability to access the Services or any portion thereof, for any or no reason, without notice. Any termination of this Agreement shall terminate the licenses granted

hereunder. Upon termination of this Agreement for any reason, You shall destroy and remove from all equipment, computers, hard drives, mobile devices, networks, and other storage media all copies of the Mobile Client Software. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement shall survive termination.

X GOVERNMENT USE

If You are part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Mobile Client Software or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Mobile Client Software and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Mobile Client Software and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

XI EXPORT CONTROLS

You shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. You will not export, or allow the export or re-export of the Mobile Client Software(s) in violation of any such laws, restrictions or regulations.

XII DISPUTE RESOLUTION

You hereby agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (each, a "Claim") in accordance with one of the subsections below or as Frick and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution.

1. **LAW AND FORUM FOR DISPUTES.** This Agreement shall be governed by and construed under the laws of the state of Illinois without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. You agree that any claim or dispute you may have against Frick must be resolved by a court located in Lake County, Illinois, except as otherwise agreed by the parties or as described in Paragraph 3 below. You agree to submit to the personal jurisdiction of the courts located within Lake County, Illinois for the purpose of litigating all such claims or disputes and You hereby agree to service of process in accordance with the rules of such courts.
2. **INJUNCTIVE RELIEF.** Except for any claim which can be compensated for by money damages and is covered by Paragraph 3 below, you hereby agree and consent that Frick shall be entitled to injunctive and other equitable relief, without notice to you or bond, for your breach or threatened breach of the terms of this Agreement.
3. **ARBITRATION.** For all other claims claim excluding claims for injunctive or other equitable relief which are covered by Paragraph 2 above, such disputes shall be resolved through binding arbitration with the American Arbitration Association located in Chicago, Illinois, in accordance with their commercial dispute rules.
4. **IMPROPERLY FILED CLAIMS.** All claims you bring against Frick must be resolved in accordance with this Dispute Resolution Section. All claims filed or brought contrary to the Dispute Resolution Section shall be considered improperly filed. Should you file a claim contrary to the Dispute Resolution Section, Frick may recover reasonable attorneys' fees and costs, provided that Frick has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

XIII

GENERAL PROVISIONS.

This Agreement, together with the Licensing Agreement and Terms of Service, represents the complete agreement between the parties regarding the subject matter herein and supersedes all prior agreements and representations. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Frick to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit Frick's rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving You) without Frick's consent and any action or conduct in violation of the foregoing shall be void and without effect. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without Frick's written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement. Frick may, in its sole discretion, assign this Agreement. Headings are for reference purposes only and do not limit the scope or extent of such section.