

## **END-USER LICENSE AGREEMENT**

This End-User License Agreement (this "EULA" and this "Agreement") is a legal agreement between the party accepting this agreement pursuant to the click-through acceptance feature of this EULA ("Licensee", "you", "your") and Nations Consulting LLC ("Licensor"). For purposes of this EULA, the "SOFTWARE" shall mean that certain proprietary computer software known as SNAP, owned by the Owner (defined below) and distributed by Licensor, and may include associated media and "online" or electronic documentation as made available by the Licensor (the "SOFTWARE"). The SOFTWARE also includes fixes, releases, upgrades, new versions, or enhancements that may subsequently be issued to you in the sole discretion of Licensor. By clicking "I ACCEPT", and as further evidenced by your downloading and installation of the SOFTWARE, you agree to be bound by the terms of this EULA. The effective date of this Agreement shall be the date of Licensee's acceptance hereof (the "Effective Date").

### **1. SOFTWARE LICENSE**

The SOFTWARE is protected by United States copyright laws and international copyright treaties, trademark laws, and other intellectual property laws and treaties. Licensor has distribution and licensing rights to the SOFTWARE. The SOFTWARE is licensed, not sold. The term "COMPUTER" as used herein shall mean the HARDWARE, if the HARDWARE is a single computer system, or shall mean the computer system with which the HARDWARE operates, if the HARDWARE is a computer system component. The term "WEB SITE" as used herein shall mean the computer or hardware that stores the source of the directory file structure of a single numeric IP address space, which is recorded under a single domain name in the Internet's domain name system.

#### **(a) SINGLE-USER LICENSE AGREEMENT**

- i. Grant of License
- ii. Grant of Single-User License
- iii. Single-User License: Licensee is granted a non-exclusive, non-transferable right for an individual user to use the Software on a single computer for personal or business purposes, subject to the payment of the applicable single-user license fee.

#### **(b) MULTI-USER LICENSE AGREEMENT**

- i. Grant of License
- ii. Multi-User License: Licensee is granted a non-exclusive, non-transferable right to use the Software in one of the following ways, subject to the payment of the applicable multi-user license fee:
- iii. Limited Computer Usage: On up to 15 computers for personal or business purposes.
- iv. Enterprise/Citrix/Server System: On an enterprise/Citrix/server system accessed by a maximum of 15 users for personal or business purposes.
- v. If the number of computers where the software is installed exceeds 15 or if the

number of users on the enterprise/Citrix/server system exceeds 15, Licensee must notify Licensor and obtain additional licenses at the applicable rate.

## **2. Back-up Copy.**

You may make a single back-up copy of the SOFTWARE. You may use the back-up copy solely for archival purposes. You may not otherwise make copies of the SOFTWARE.

## **3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

### **(a) Separation of Components.**

The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer or hardware.

### **(b) Rental.**

You may not rent, lease or lend the SOFTWARE.

### **(c) Software Transfer.**

You may not assign all or any part of your rights or obligations under this EULA without the prior written consent of Licensor and any attempt to the contrary will be void and a material breach of this EULA. Licensor may withhold such consent in their sole discretion. A transfer of this EULA will terminate any right to your continued possession or use of the SOFTWARE and you must promptly destroy all remaining copies of the SOFTWARE in your possession or under your control. No transfer shall be allowed unless the recipient agrees to the terms of this EULA.

### **(d) Termination.**

This EULA shall commence on the Effective Date and shall continue in full force and effect for one (1) calendar year thereafter, unless extended by mutual written agreement of the parties or unless terminated earlier in accordance with this or another section of this EULA (the "Term"). In the event of Licensee's breach of this Agreement, which breach is not cured within three (3) business days following notice of the same from Licensor, Licensor may, in its discretion, elect to immediately terminate this Agreement. Upon expiration or termination of this Agreement for any reason, you agree that you will destroy all copies of the SOFTWARE and all its component parts and cease all further use of it. Each party shall have the right to use any and all means necessary to enforce its rights if the other party is in material breach of this Agreement, and that termination will not entitle you to a refund of the purchase price or any other amounts paid under any circumstances whatsoever. Termination will have no effect on either party's obligation to safeguard and protect the proprietary rights of the other party, any disclaimers and warranties, the Nondisclosure Agreement, the Enforcement Costs section, or the Refund Policy.

### **(e) Trademarks.**

This EULA does not grant you any rights in connection with any trademarks or service marks of this product or of Licensor. You are prohibited from removing trademarks or trademark logo, by modifying the source code of the SOFTWARE in any manner.

### **(f) Copyright Notice.**

Under all circumstances, you are prohibited from removing any of the copyright notices from the software, whether contained in the program code or within the HTML pages that the program generates. You are specifically prohibited from altering or removing any of the copyright notices contained within the HTML pages generated by the program, including any "Powered by" notices, such that they are no longer visible to the human eye in normal usage on web pages generated by the software (e.g., using a white font for the copyright notice on a white background). Removal or alteration of said copyright notices by User such that they are no longer visible to the human eye in normal usage on web pages generated by the software shall constitute a material breach of this EULA. Exercise of this option by Licensor shall in no way authorize you to continue such violation or limit the right of Licensor to terminate your license for subsequent violations.

**(g) Nondisclosure Agreement.**

As additional consideration for the license granted to you under this EULA, and due to the proprietary and confidential nature of the SOFTWARE and the valuable trade secrets of the Owner and Licensor contained therein, you specifically agree not to disclose or divulge any information whatsoever about the SOFTWARE or the related business practices of the Owner and Licensor. Licensee shall hold the confidential information of Licensor in confidence and agrees to protect the same with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive confidential information. Licensee shall use the confidential information of the other solely in connection with the exercise of its rights, and the performance of its obligations, under this Agreement and shall restrict disclosure of and access to the confidential information of the other to such party's employees or authorized contractors who require access to such confidential information in connection with this Agreement.

**(h) Access to SOFTWARE.**

You specifically agree that you will use reasonable efforts to prevent unauthorized persons accessing such software.

**(i) Amendments.**

You agree that, in order to maintain your ongoing license to use the SOFTWARE. Owner and Licensor shall have the right to post reasonable amendments to this EULA online and to inform you in writing of any such Amendments from time to time, and that you shall be bound by such amendments at such time that is three (3) business days following Licensor making such Amendments available in writing online or otherwise notifying you in writing. Such amendments must be designed to protect the intellectual property rights of Owner and Licensor in the SOFTWARE and may not impose additional or ongoing fees for using the SOFTWARE other than those that you agreed to or that were in effect at the time that you licensed the SOFTWARE. If you disagree with any amendments of which you have been informed in writing, your sole recourse shall be to terminate this license and your usage of the SOFTWARE, subject to the terms of the Termination clause in section 2(d) above.

**(j) Costs and Expenses.** Licensee shall be responsible for any and all costs and expenses related to or arising from: (i) Licensee's installation of the SOFTWARE (including without limitation, any and all integration and development work with respect to Licensee's systems that may be required in connection with such installation); and (ii) Licensee's use of the SOFTWARE, including without limitation, any and all communications and network associated costs and expenses (e.g., the cost of a virtual private network (VPN) or other communication connection(s)) that may be required by Licensor at any time and from time to time as conditions to Licensee's use of the SOFTWARE.

#### **4. UPGRADES.**

If the SOFTWARE is an upgrade of a component of a package of software programs that you were granted a license for as a single product, the SOFTWARE may be used and transferred only as part of that single product package and may not be separated for use on more than one computer, web server, or web site. You may use a single copy of the complete, upgraded SOFTWARE on one computer, web server, or web site. You may not continue to use the original SOFTWARE. If you accept and use the upgraded SOFTWARE, Owner and Licensor do not warrant or guarantee any upgrades to the SOFTWARE whatsoever. Owner and Licensor may provide upgrades for the SOFTWARE at its option, but the User hereby acknowledges and agrees that this license does not require Owner and Licensor to provide any upgrades whatsoever, which are provided solely at the discretion of Owner and Licensor. User agrees to pay any applicable upgrade fees as a condition of accepting any upgraded products offered by Owner or Licensor.

#### **5. COPYRIGHT.**

##### **(a) Ownership.**

Except as noted below, title and intellectual property rights in and to the SOFTWARE (including but not limited to any source code, images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by Scott J. Wilson or his assignee ("Owner"). Licensor has no ownership in and to the SOFTWARE and only serves as the commercial distributor and Licensor of the SOFTWARE via exclusive agreement with the Owner. Licensor has the authority to grant this license pursuant to Licensor's agreement with Owner.

Any customization, translation, modification, or revision of the source code of the SOFTWARE by you immediately becomes the intellectual property of the Owner. The creation of derivative works based on or through the use of the source code of the SOFTWARE is prohibited. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content Owner. This EULA grants you no rights to use such content. All rights not expressly granted under this EULA are reserved by Owner and Licensor.

##### **(b) Your Responsibilities.**

You agree to use reasonable efforts to safeguard and protect the SOFTWARE as a valuable trade secret and exclusive property of the Owner. You will at all times use reasonable efforts to safeguard and protect all such confidential and proprietary information pertaining to the SOFTWARE. You will use reasonable efforts to protect all marks, notices or legends pertaining to the origin, identity or ownership of the SOFTWARE and use reasonable efforts to hold such marks, notices, or legends intact and clearly legible. Licensee shall maintain true and accurate records in connection with all activities in which Licensee acts pursuant to this Agreement, including without limitation, as to any and all information reasonably required to verify Licensee's compliance with the terms and conditions of this Agreement. Licensee shall promptly provide Licensor with any and all information and copies of documents or other media as may be reasonably requested by Licensor from time to time in connection with

Licensee's activities pursuant to this Agreement.

**(c) Certain Restrictions.**

Unless permission is otherwise expressly granted to Licensee by Licensor in writing, Licensee shall not: (i) reverse engineer, disassemble, reverse translate, decompile, or in any other manner decode the SOFTWARE (or any portion of it), in order to derive the source code or for any other reason whatsoever; (ii) modify, enhance, adapt or translate the SOFTWARE (or any portion of it); (iii) make any derivative works of the SOFTWARE; (iv) use or access (or permit any third party or other software to use or access)

the SOFTWARE, in whole or in part, in a manner that bypasses or avoids any user authentication mechanism within the applicable SOFTWARE; (v) make the SOFTWARE available to any third party for any reason whatsoever unless expressly authorized in a writing by Licensor; (vi) distribute, resell, rent, lease, sublicense or loan the SOFTWARE to any third party; (vii) acquire data from Licensor by capturing the data via software or other means (commonly known as "screen scraping"); (viii) use or combine the SOFTWARE with any other software that is licensed under an agreement that would create an obligation with respect to the SOFTWARE that is contrary to this Agreement, or would grant any third party rights to, or immunities from Licensor's confidential information; or (ix) without limitation of any of the foregoing, make any of Licensor's confidential information (or any portion thereof) available to any competitor of Licensor or Owner.

**6. DUAL-MEDIA SOFTWARE.**

You may receive the SOFTWARE in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for the COMPUTER. You may not use or install the other medium on another computer. You may not loan, rent, lease, lend or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE.

**7. PRODUCT SUPPORT.**

Licensor may provide support for the SOFTWARE during the Term on an as needed basis, and in such manner as determined by Licensor in its sole discretion. Clients requesting support will be billed for and shall be required to pay to Licensor within 30 days following receipt of invoice, Licensor's hourly rate for time spent in connection with the requested support, at the then current rates of Licensor as determined by Licensor. Licensor does not support altered or modified versions of SOFTWARE made by the User or any third parties. Licensor will reply to support requests at its earliest convenience. Licensor does not support users who do not hold a current and valid SOFTWARE license. Licensor may cease its product support services at any time in its discretion.

**8. PRODUCT LICENSE.**

The SOFTWARE is licensed, not sold. Licensor will provide a license to use the SOFTWARE for the Term. The license fee can be found on the Licensor's website. The license fee for the SOFTWARE PRODUCT is quoted in USD (plus applicable taxes) per year for each copy of the SOFTWARE PRODUCT installed on a single computer. Long term license agreements and server-based SOFTWARE installations will be negotiated on an individual basis. Availability of this option is at the sole discretion of Licensor.

Payment by you of any invoice or fee does not constitute a waiver of your right subsequent to payment to contest the amount or correctness of said invoice and to seek reimbursement. In the event of any dispute, you may withhold payment of the disputed amount or you may pay the disputed amount without waiver of any of your rights, including the right to seek reimbursement.

Licensor shall itemize, identify, and list as a separate line item on all invoices, the applicable tax amounts that apply to all maintenance and/or support services under this Agreement. Licensor has the sole responsibility to invoice and collect applicable taxes from you and to pay such applicable taxes to the appropriate tax authority(s). Licensor agrees to hold you harmless and indemnify you against claims by any states, provinces, national, local or municipal governments for any applicable taxes paid by you to Licensor. Licensor will notify you of such taxes as soon as Licensor becomes aware of them so that you will have the opportunity to review and/or protest or appeal such tax determination. Licensor shall not be obligated to protest or appeal any tax determination.

## **9. DISCLAIMER OF WARRANTY, INDEMNIFICATION**

(a) Licensor warrants the SOFTWARE will perform in accordance with the documentation provided to Licensee and shall have no disabling code or contain any virus upon installation. This SOFTWARE and the accompanying files are licensed to you “AS IS” and without warranty of any kind; either express, implied or statutory, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Licensor does not warrant that the functions of the SOFTWARE will meet your requirements or that operations of the SOFTWARE will be uninterrupted or error free. You assume all responsibility for selecting the SOFTWARE to achieve your intended results. Licensor is not responsible if the SOFTWARE does not operate on your server or computer nor is Licensor or Owner responsible for making the SOFTWARE operational on your computer systems.

(b) Licensee shall indemnify, defend and hold Licensor, Owner, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives (the “Licensor Group”) harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorneys’ fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) (each a “Claim” collectively, the “Claims”), that arise out of, or are incurred in connection with: (i) Licensee’s performance or failure of performance under this Agreement and any direct or indirect results thereof; (ii) Licensee’s lawful or unlawful acts or omissions (or those of any of Licensee’s employees or agents, whether or not such acts are within the scope of employment of such employees or agents); (iii) the breach of any of Licensee’s representations or warranties herein; (iv) all purchases, contracts, debts and/or obligations made by Licensee; (v) the failure of Licensee to comply with, or any actual or alleged violation of, any applicable law, statute, ordinance, governmental administrative order, rule or regulation by Licensee; or (vi) any Claim that is based upon, or results from: (c) the combination of any SOFTWARE with any equipment, device, firmware or software not furnished to Licensee directly by Licensor; (b) any modification of the SOFTWARE by Licensee; (c) the unauthorized use of the SOFTWARE; (d) Licensee’s failure to install or have installed changes, revisions or updates as instructed by Licensor; (e) Licensee’s use of any free and/or open source software; and/or (f) compliance by Licensor with Licensee’s

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#### **10. LIMITATION OF LIABILITY.**

To the maximum extent permitted by applicable law, in no event shall Owner and Licensor be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Licensor, Owner or you have been advised of the possibility of such damages. Licensee hereby agrees that Owner's and Licensor's cumulative liability under this Agreement shall be limited to the amount actually paid by you for the SOFTWARE.

#### **11. REFUND POLICY**

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#### **12. MISCELLANEOUS**

This document constitutes the entire, and exclusive agreement, between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. Any provision found by a court of competent jurisdiction in the State of Colorado, USA to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect. This Agreement is intended solely for the benefit of the parties. In no event will any third party have any rights in relation to this Agreement or any right to enforce the terms hereof, unless expressly provided so herein.

#### **13. GOVERNING LAW, ATTORNEY'S FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to its principles or rules of conflicts of laws. Each party submits to the exclusive jurisdiction, for the resolution of disputes arising under this Agreement, of the state and federal courts sitting within the State of Colorado. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by applicable law. In the event of any dispute arising related to this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs.