Toadnode, LLC.

SOFTWARE LICENSE AGREEMENT

GENERAL TERMS AND CONDITIONS

This Software License Agreement (*"Agreement"*) is a legal agreement between you (either an individual or an entity) as the end user (*"Licensee"*) and Toadnode, LLC. (*"Toadnode"*). The term *"Software"* as used in this Agreement means the computer software applications (each an *"Application"*) and all corrections, improvements and enhancements thereof provided by Toadnode and any printed documentation and materials and any "on-line" or electronic documentation provided by Toadnode related to such software applications.

1.   **GRANT OF LICENSE**. Subject to the terms and conditions of this Agreement, Toadnode hereby grants Licensee a nonexclusive, nontransferable license (*"Software License"*) to use the Software within the Territory, in the operating environment specified by Toadnode. The term of this agreement shall commence as of the date Licensee indicates acceptance of its terms by following the acceptance procedure and/or installing the Software. This Agreement shall continue in effect unless terminated by Toadnode or Licensee in accordance with Section 8 of this Agreement. Licensee shall only use (i) that number of executable copies of an Application, (ii) an Application on that number of processors or (iii) an Application for that number of seats, as is specified for any such Application in accordance with the Application's expressed specifications. For purposes hereof, *"Territory"* means all countries except those countries where exportation or transmission is prohibited by any applicable U.S. or other law or regulation, or in which any provision of this Agreement is not enforceable. Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable. This Agreement does not grant Licensee any rights in connection with any trademarks or service marks of Toadnode. The license granted herein is conditional on timely payment in full of all applicable invoices and charges.

2.   **RESTRICTIONS ON USE**. Licensee may make one copy of each licensed Application for backup purposes only. No other copies shall be made without Toadnode's prior written consent. If the Software is an upgrade of a previous version of the product, Licensee may now use that upgraded product only in accordance with this Agreement (provided Licensee discontinues the use of any prior version). Licensee shall not: (a) remove any product identification, copyright notices or other notices or proprietary restrictions from the Software; (b) except as otherwise permitted under this Agreement, transfer, sell, assign or otherwise convey the Software to another party without Toadnode's prior written consent; (c) cause or permit the Software to be dumped, traced, disassembled or decompiled, or otherwise reverse engineered, or translate or otherwise prepare any derivative works based on the Software; (d) disclose any information related to the Software, including without limitation, diagnostic tests, screen images, printed output or results of any performance or benchmark tests of any Software to any third party without Toadnode's prior written approval; (e) use the Software as an aid to develop or market a competing product; (f) make any attempt to bypass or disable product serialization or time limit mechanisms where such mechanisms are utilized in the Software's programming; or

(g) transfer or use the Software outside of the Territory without Toadnode's prior written consent and without paying any applicable additional fees. Licensee further agrees to comply fully with all laws and regulations to assure that, should such consent be granted, neither the Software, nor any direct product thereof, is exported, directly or indirectly, in violation of law. On Toadnode's reasonable request, but not more frequently than annually, Licensee shall furnish Toadnode with a signed statement verifying that the Software is (i) being used pursuant to the provisions of this Agreement, and (b) listing the location, type and serial number of any and all CPUs on which any Application is being operated.

3.   **COPYRIGHT/OWNERSHIP OF SOFTWARE**.   The Software is the proprietary product of Toadnode and is protected by copyright, trade secret, patent and other intellectual property laws and international treaties. Licensee acquires only the right to use the Software and does not acquire any rights, express or implied, in the Software or media containing the Software other than those specified in this Agreement. Toadnode shall at all times retain all rights, title, and interest, including without limitation, intellectual property rights, in the Software and its media. Licensee agrees not to challenge the validity of Toadnode's copyright or trademark rights in and to the Software.

4.   **DISCLAIMER OF WARRANTIES**. To the maximum extent permitted by applicable law, Toadnode and its suppliers provide the Software and any (if any) support services related to the Software ("Support Services") **AS IS AND WITH ALL FAULTS**, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Software, and the provision of or failure to provide Support Services. **ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU, THE LICENSEE.**

5.   **LIMITATION OF LIABILITY. TOADNODE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF TOADNODE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TOADNODE'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT TOADNODE THE FEES PAID BY CUSTOMER FOR THIS LICENSE. IF A COURT OR ARBITRATION TRIBUNAL (AS APPROPRIATE HEREUNDER) DETERMINES THAT ANY REMEDY PROVIDED TO YOU UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE, THE LIMITATIONS ON LIABILITY AND EXCLUSION OF DAMAGES ABOVE SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND EFFECT.**

6.   **PAYMENT; TAXES**

6.01   *Payment.*   Toadnode will collect payment of the License Fee upon the downloading of the Software when sold by means of the Internet or direct download. Otherwise, Toadnode will collect payment of the License Fee upon delivery of the Software. Any subsequent charges hereunder will be invoiced as accrued. All such subsequent amounts shall be due and payable within thirty (30) days after the date of Toadnode's invoice. Amounts payable which are past due shall survive the termination or expiration of this Agreement.

6.02   *Taxes.* In addition to all charges specified in this Agreement, Licensee shall pay or reimburse Toadnode for all federal, state, local or other taxes not based on Toadnode's income or gross receipts, including limitation, sales, use, privilege and property taxes or amounts levied in lieu thereof, based on charges payable under this Agreement or based on the Software, its use or any services performed hereunder, whether such taxes are imposed now or hereafter, either currently or retroactively, under the authority of any federal, state, local or other taxing jurisdiction.

7.   **CONFIDENTIALITY**

7.01   *Proprietary Information.*   Each party agrees that all code, specifications, inventions, algorithms, know-how and ideas and all business, technical and financial information (***"Proprietary Information"***) it obtains from the other are the confidential and proprietary property of the disclosing party, provided that such Proprietary Information is marked as such or the manner in which the Proprietary Information is presented to the receiving party reasonably puts such receiving party on notice as to the confidential or proprietary nature of the Proprietary Information. The receiving party shall hold in confidence and not use or disclose any such Proprietary Information of the disclosing party (except as permitted hereunder or in writing by such disclosing party). Notwithstanding the foregoing, the Software and the terms of this Agreement shall be considered Proprietary Information.

7.02   *Exceptions.* The receiving party shall not be obligated under this Section 7 with respect to Proprietary Information the receiving party can document (i) is or has become publicly available without restriction through no breach of this Agreement or fault of the receiving party; (ii) is received without restriction from a third party lawfully in possession of such Information; (iii) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; (iv) was independently developed by the receiving party; or (v) was compelled to be disclosed by law or regulation but only to the extent of and for the purposes of such law or regulation; provided, however, that the recipient shall have first notified the disclosing party of such disclosure and permitted the disclosing party to seek an appropriate protective order.

7.03   *Injunctive Relief.* The parties acknowledge that the disclosure of any aspect of the Proprietary Information of the other shall immediately give rise to continuing irreparable injury to the non-disclosing party, inadequately compensable at law and, without prejudice to any other remedy available to the non-disclosing party, shall entitle the non-disclosing party to injunctive relief.

8.   **TERMINATION**

8.01   *Basis for Termination by Toadnode. Toadnode* shall have the right to terminate this Agreement immediately and without further obligation or liability hereunder if (i) Licensee is delinquent in making payment of any sum due under this Agreement and continues to be delinquent for a period of thirty (30) days after the last day on which such payment is due, (ii) Licensee completely discontinues the use of the Software or (iii) Licensee breaches any other material term of this Agreement and fails to remedy such breach within thirty (30) days after written notice by *Toadnode* of such breach.

8.02   *Basis for Termination by Licensee.* Except as otherwise provided for in this Agreement, Licensee shall have the right to terminate this Agreement if *Toadnode* breaches any material term of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee of such breach.

8.03   *Disposition of Software on Termination.* Upon the termination of this Agreement for any reason, the license and all other rights granted hereunder to Licensee shall immediately cease and Licensee shall immediately: (i) return the Software to *Toadnode* together with all reproductions of the Software and all copies of any documentation, notes and other materials related to the Software; (ii) purge all copies of the Software or any portion thereof from all CPUs and from any electronic or other storage device or medium on which Licensee has placed or has permitted others to place the Software; and (iii) give written certification to *Toadnode* that Licensee has complied with all of its obligations under this Section. *Toadnode*'s termination of this Agreement and/or repossession of the Software shall be without prejudice to any other remedies that *Toadnode* may lawfully have.

8.04   *Survival.* In the event of any termination of the license grant herein, the provisions of Sections 2 through 9 hereof shall continue in full force and effect.

9.   **GENERAL**

9.01   *Waiver, Amendment or Modification.* The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement even though *Toadnode* may have accepted or signed any such document. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

9.02   *Notice.* Any notice or other communication required or permitted hereunder shall be given in writing to the party to receive such notice at the address stated for such purpose in Section 9.08 of this Agreement, or at such other address as shall have been given by the receiving party to the other party in writing. Such notice shall be deemed to have been given or made when delivered personally or when placed, properly addressed and postage prepaid, in the United States mail.

9.03   *Entire Agreement.* This Agreement, constitutes the entire agreement between the parties and their respective representatives in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties and/or their representatives, whether oral or written, and there are no warranties, representations and/or agreements between the parties and/or their representatives in connection with the subject matter hereof except as specifically set forth and referred to herein.

9.04   *Successors and Assigns.* All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns and legal representatives, except that Licensee shall not be permitted to assign this Agreement or any right granted hereunder, or delegate the performance of any obligation hereunder, in whole or in part, without *Toadnode*'s prior written consent. Any purported assignment or grant of rights or delegation, by Licensee without *Toadnode*'s consent shall be void and of no force or effect.

9.05   *Governing Law; Forum for Dispute Resolution.* **THIS Agreement SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, U.S.A., WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES.** Except with respect to an action brought to enforce a party's rights under Section 7 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be one (1) arbitrator for disputes involving less than one hundred thousand dollars ($100,000.00) and three (3) arbitrators for disputes involving one hundred thousand dollars ($100,000.00) or more. In such latter case, each party shall name one (1) arbitrator and the two (2) so named shall name the third arbitrator, who shall act as chairman. The arbitration shall be conducted in New York City, New York. The arbitrators may order disclosure by one party to the other of documents relevant to the claim or controversy being arbitrated. No other form of discovery may be ordered absent agreement of the parties. The arbitrators shall include in the award payment to the prevailing party of its attorneys' fees and other expenses incurred in connection with the arbitration.

9.06   *Severability.* If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

9.07   *Export Restrictions.* Licensee agrees not to export or re-export the Software to any country, person, entity or end user subject to U.S. export restrictions. Licensee specifically agrees not to export, re-export, or download the Software nor the underlying information or technology: (a) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, Federal Republic of Yugoslavia or to any national of any such country; (b) to any end-user who Licensee knows or has reason to know will utilize the Software or a portion thereof in the design, development or production of nuclear, chemical or biological

weapons; or (c) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. The Licensee is responsible for complying with local laws in its jurisdiction which might impact its right to import, export or use the Software.

9.08 *Address.* Should you have any questions concerning this Agreement, or if you desire to contact *Toadnode* for any reason, please write: Toadnode, LLC, 524 Broadway, New York, New York, 10012.