

SUREGRAD, LLC ("SG") IS WILLING TO LICENSE THE SOFTWARE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "YES, ACCEPT" OR BY INSTALLING THE SOFTWARE, YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "YOU" OR "YOUR" SHALL REFER TO YOUR ENTITY. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY, THEN SG IS UNWILLING TO LICENSE THE SOFTWARE, AND YOU SHOULD SELECT THE "NO, DECLINE" BUTTON AND THE DOWNLOAD OR INSTALL WILL NOT CONTINUE.

#### END USER LICENSE AGREEMENT

1. Parties. The parties to this Agreement are you, the licensee ("You") and SC. If You are not acting on behalf of Yourself as an individual, then "You" means Your company or organization.
2. The Software. The accompanying computer programs only in compiled, object code form, data compilation(s), and documentation are referred to herein as the "Software".
3. Evaluation Version License Grant. If You have downloaded or otherwise received an evaluation version of the Software, You are authorized to use the Software on a royalty-free basis for evaluation purposes during the initial evaluation period of thirty (30) days. During the evaluation period, You may not copy the Software or distribute and/or transmit copies to others. You may only test and evaluate the Software and give your observations about the Software to SC. You have the option to register for full use of the Software at any time during the evaluation period by following the instructions in the accompanying documentation, including the payment of the required license fee. Registration will authorize You to use an unlocking key which will convert the Software to full use, in accordance with the terms and conditions provided below. Your use of the Software for any purpose after the expiration of the initial evaluation period is not authorized. Upon expiration of the limited evaluation period, the Software may automatically disable itself.
4. Perpetual Term for Registered Version License. The term of the license granted herein for the registered version of the Software shall be perpetual unless terminated by written notice by You for convenience or terminated by either party for material breach. Immediately upon termination of this license for any reason, You shall return to SG all copies of the Software and documentation.
5. Registered Version License Grant for Single Copies (Non-Network Use). If You are a registered user of the Software, You are granted non-exclusive rights to install and use the Software by a single person who uses the Software only on one or more computers or workstations. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.

6. Registered Version License Grant for Network Use. If You are a registered user of the Software, You are granted non-exclusive rights to install and use the Software and/or transmit the Software over an internal computer network, provided You acquire and dedicate a licensed copy of the Software for each user who may access the Software concurrently with any other user. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.
7. Restrictions. You may not: (i) permit others to use the Software, except as expressly provided above for authorized network use; (ii) modify or translate the Software; (iii) reverse engineer, decompile, or disassemble the Software, except to the extent this restriction is expressly prohibited by applicable law; (iv) create derivative works based on the Software; (v) merge the Software with another product; (vi) copy the Software, except as expressly provided above; or (vii) remove or obscure any proprietary rights notices or labels on the Software.
8. Transfers. You may make a one-time permanent transfer of all of your license rights to the Software to another party, provided that all of the following conditions are satisfied: (a) you notify us in writing of your intent to transfer your license rights and identify the party receiving the Software with complete contact information; (b) the transfer must include all of the Software, including all its component parts, original media, printed materials and this License Agreement; (c) you do not retain any copies of any version of the Software, full or partial, including copies stored on a computer or other storage device; and (d) the party receiving the Software reads and agrees to accept the terms and conditions of this License Agreement. Notwithstanding the foregoing, we reserve the right to require the transfer of possession of all physical copies of the Software to us for purposes of re-issue of replacement copies to the party receiving the Software.
9. Ownership. SG and its suppliers own the Software, all physical copies thereof, and all intellectual property rights embodied therein, including copyrights and valuable trade secrets embodied in the Software's design and coding methodology. The Software is protected by United States copyright laws and international treaty provisions. This Agreement provides You only a limited use license, and no ownership of any intellectual property. We reserve the right to require you to transfer possession of all physical copies of the Software to us for purposes of re-issue of replacement copies.
10. Warranty Disclaimer; Limitation of Liability. SG PROVIDES THE SOFTWARE "AS-IS" AND PROVIDED WITH ALL FAULTS. NEITHER SG NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SG AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. YOU ASSUME THE ENTIRE RISK OF SELECTION, INSTALLATION, AND USE OF THE SOFTWARE. THIS

DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

11. Local Law. If implied warranties may not be disclaimed under applicable law, then ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. Some jurisdictions do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives you specific rights, and You may have other rights which vary from jurisdiction to jurisdiction.
12. Limitation of Liability. INDEPENDENT OF THE FORGOING PROVISIONS, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL SG OR ANY OF ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF SG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL SC'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE SOFTWARE LICENSE.
13. Export Controls. You agree to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Software from the U.S. Neither the Software nor the underlying information or technology may be electronically transmitted or otherwise exported or re-exported (i) into Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions covering the Software, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.
14. U.S. Government End-Users. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

15. Licensee Outside the U.S. If You are located outside the U.S., then the following provisions shall apply: (i) The parties confirm that this Agreement and all related documentation is and will be in the English language; and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.
16. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
17. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Phoenix, Arizona, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the Arizona, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.
18. Jurisdiction And Venue. The courts of City of Phoenix in the state of Arizona, USA and the nearest U.S. District Court shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement.
19. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.
20. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the

parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the State of Arizona, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement, and to the extent that UCITA may be applicable, the parties agree to opt out of the applicability of UCITA pursuant to the optout provision(s) contained therein.