

Software License Agreement

ANY APPLICATION-SOFTWARE PRODUCT ("APP") MADE AVAILABLE THROUGH 8ACSYSTEMS.COM IS LICENSED, NOT SOLD, TO YOU BY 8AC SYSTEMS, LLC ("8AC SYSTEMS") FOR USE STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") BETWEEN YOU (AN INDIVIDUAL OR A SINGLE ENTITY) AND 8AC SYSTEMS (A PENNSYLVANIA LIMITED-LIABILITY COMPANY).

YOUR LICENSE TO THE APP IS SUBJECT TO YOUR PRIOR ACCEPTANCE OF THIS AGREEMENT, SO PLEASE READ IT CAREFULLY BEFORE CHECKING THE "I ACCEPT THE SOFTWARE LICENSE AGREEMENT." CHECKBOX ("CHECKBOX") OR USING THE APP.

BY CHECKING THE CHECKBOX OR USING THE APP, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CHECK THE CHECKBOX AND DO NOT USE THE APP.

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LICENSE

8AC Systems grants you a perpetual, revocable, non-exclusive, transferable, limited license to

- a. install one copy of the App for use by (i) a single individual on each computer that you own or control, or (ii) multiple individuals on a single shared computer that you own or control; and
- b. make backup and archival copies of the App.

RESTRICTIONS

You may not

- a. use the App on any computer that you do not own or control;
- b. distribute or make the App available over a network where

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it could be used on multiple devices at the same time;

c. sublicense, sell, lease, rent, lend, redistribute, or otherwise commercially exploit the App or make it available to any third party;

d. create derivative works of, modify, decompile, decrypt, or reverse-engineer the App (except as and only to the extent that any foregoing restriction is prohibited by applicable law);
or

e. remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of 8AC Systems.

PROPRIETARY RIGHTS

The App, including without limitation all copyrights, trademarks, patents, trade

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secrets, and other intellectual-property rights, are, and shall remain, the sole and exclusive property of 8AC Systems, which reserves all rights not expressly granted to you.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD 8AC SYSTEMS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, DUE TO OR ARISING OUT OF YOUR

A. USE OF THE APP; OR

B. VIOLATION OF (I) THIS AGREEMENT OR ANY LAW OR REGULATION, OR (II) ANY RIGHT OF A THIRD PARTY.

NO WARRANTIES

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM

Software License Agreement

EXTENT PERMITTED UNDER APPLICABLE LAW, 8AC SYSTEMS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU UNDERSTAND THAT THE APP MAY NOT BE ERROR-FREE AND THAT ITS USE MAY BE INTERRUPTED.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR, THE ENTIRE LIABILITY OF 8AC SYSTEMS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR

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ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACUTALLY PAID BY YOU TO LICENSE THE APP.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 8AC SYSTEMS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION

A. COSTS OF DELAY;

B. DAMAGES FOR LOSS OF PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS;

C. LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR OTHER INFORMATION;

D. BUSINESS INTERRUPTION;

E. PERSONAL INJURY; OR

F. LOSS OF PRIVACY

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ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE APP, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), EVEN IF 8AC SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TERM & TERMINATION

THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL TERMINATED BY YOU OR 8AC SYSTEMS. EITHER PARTY MAY, AT ANY TIME AND FOR ANY OR NO REASON, TERMINATE THIS AGREEMENT. THIS AGREEMENT WILL TERMINATE IMMEDIATELY IN THE

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EVENT THAT YOU FAIL TO COMPLY WITH ANY OF ITS PROVISIONS. 8AC SYSTEMS DOES NOT REQUIRE NOTICE OF TERMINATION ON YOUR PART.

UPON TERMINATION OF THIS AGREEMENT, YOU SHALL DELETE THE WORKING COPY AND ALL DISCRETE BACKUP COPIES OF THE APP FROM EVERY COMPUTER THAT YOU OWN OR CONTROL. YOU MAY RETAIN, BUT NOT USE, ANY BACKUP OR ARCHIVAL COPIES NECESSARY TO PRESERVE THE INTEGRITY OF ANY SYSTEM BACKUPS OR ARCHIVES YOU HAVE MADE.

TERMINATION OF THIS AGREEMENT WILL NOT LIMIT ANY OF 8AC SYSTEMS' RIGHTS OR REMEDIES AT LAW OR IN EQUITY IN CASE OF BREACH BY YOU (DURING THE TERM OF THIS AGREEMENT) OF ANY OF YOUR OBLIGATIONS UNDER THE PRESENT AGREEMENT.

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SURVIVAL OF TERMS

Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement (including without limitation the feedback and transfer terms) shall survive.

GOVERNING LAW & EXCLUSIVE FORUM

This Agreement is

- a. governed by the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement; but
- b. not governed by the United Nations Convention on Contracts for the International Sale of Goods.

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Any suit or legal proceeding must be exclusively brought in the federal or state courts for Luzerne County, Pennsylvania, and you submit to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

SEVERABILITY

If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall

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the waiver of a breach constitute waiver of any subsequent breach.

MODIFICATIONS TO APP

8AC Systems reserves the right to modify, suspend, or discontinue, temporarily or permanently, the App with or without notice and without liability to you.

UPDATES TO APP

8AC Systems may from time to time provide enhancements or improvements to the features or functionalities of the App, which may include patches, bug fixes, updates, upgrades, and other modifications (collectively, "Updates").

Updates may modify or delete certain features or functionalities of the App.

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You agree that 8AC Systems has no obligation to

- a. provide any Updates; or
- b. continue to provide or enable any particular features or functionalities of the App to you.

You further agree that all Updates will be

- a. deemed to constitute an integral part of the App; and
- b. subject to the terms of this Agreement.

FOR U.S. GOVERNMENT END USERS

The App is a "Commercial Item," as defined in FAR §2.101, consisting of "Commercial Computer Software," as defined in DFARS §252.227-7014(a)(1).

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Consistent with FAR §12.212 and DFARS §227.7202, the App is licensed to U.S. Government end users

- a. only as a Commercial Item;
and
- b. with only those rights that are granted to all other end users pursuant to the terms herein.

EXPORT COMPLIANCE

You may not export the App, and you represent and warrant that you are not

- a. located in, under the control of, or a national or resident of any U.S. embargoed countries; or
- b. on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List.

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TRANSFER & ASSIGNMENT

Prior to license transfer,

- a. you must terminate this Agreement; and
- b. the assignee must agree to the terms of this Agreement.

YOUR FEEDBACK

Any comments, ideas, improvements, or suggestions (collectively, "Feedback") that you provide to 8AC Systems regarding the App shall become the sole and exclusive property of 8AC Systems, which shall be free to use the Feedback for any purpose and in any way without credit or compensation to you.

AMENDMENTS TO THIS AGREEMENT

8AC Systems reserves the right to modify or replace this

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Agreement at any time, but will provide at least 30 days' notice prior to any new terms taking effect. By continuing to use the App after any new terms take effect, you agree to be bound by the revised terms. If you do not agree to the new terms, you must terminate this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and 8AC Systems and supersedes all prior and contemporaneous oral or written agreements related to this subject matter. You are not relying on any oral or written representation concerning this subject matter not included in this Agreement. No representation, promise, or inducement not included herein is binding.

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