

ALEPO SOFTWARE SHRINKWRAP LICENSE AGREEMENT

Version 1.3

THIS AGREEMENT (the "Agreement") is hereby entered into between Alepo Technologies Inc, a British Virgin Islands Corporation (the "Licensor") and the party executing this Agreement ("You") on the following terms and conditions:

1. Licensed Program. This is a license agreement between You and Licensor with respect to Alepo RBS and/or Alepo Service Enabler, the accompanying Documentation and any fixes, releases, upgrades, new versions or enhancements that may subsequently be issued to You (the "Licensed Program").

2. Current Version. The most current version of the license agreement is available online at <http://www.alepo.com/eula.htm> please check this link and print a copy of the current license for your reference.

3. Licensed Operating Environment.

(a) Operating Environment. Once You sign this Agreement, have completed activities described in Section 2 ("Certain Preliminary Uses") and provided You pay the applicable License Fees described or referenced in Section 7 ("Price & Payment") when due, You will be deemed granted non-exclusive, perpetual, Server License(s) to install, store, load, execute and display (collectively, "Use") the Licensed Program on one (1) server with as many backup/load-balancing servers you purchased, with as many CPUs as you purchased, and to make the Licensed Program available for Use by as many end-users as purchased, simultaneously as the number of ports purchased; provided, that all servers share the same end-user database all the time, and that all servers are located at the single office building or contiguous campus of buildings registered with Licensor and are in the same IP subnet. (the "Licensed Operating Environment"). and with any usage restrictions laid out in your license key file. The Licensed Program is provided only in machine-readable object code form.

(b) Authorized Operators. The Licensed Program will be operated solely by Your own employees ("Authorized Operators"). The Authorized Operators may Use the Licensed Program in the Licensed Operating Environment for the beneficial uses described in Section 4 ("Permitted Uses").

(c) Disaster Recovery Exception. In the event of a bona fide disaster, such as a fire, flood, earthquake or civil disturbance, You may relocate and Use the Licensed Program on a back-up configuration substantially equivalent to the Licensed Operating Environment for a period not to exceed sixty (60) days. You may also temporarily appoint an independent disaster recovery center as an Authorized Operator during the pendency of the emergency. Upon completion of the emergency, You will return the Licensed Program to the original environment and certify the deletion of all copies from the back-up equipment. You will need to make and store in a safe place archival copies of valuable software or data that would be needed if a disaster occurred.

4. Permitted Uses. Your Authorized Operators may Use the Licensed Program in the Licensed Operating Environment to support: (a) Your internal business operations and processing of Your own data; (b) derived internal operations of Your immediate customers, and (c) for redistribution and support of Your immediate customers to their own end-customers and users at large.

5. Reservation of Rights.

(a) Rights to Licensed Program. The intellectual property rights in the Licensed Program shall at all times remain the exclusive property of Licensor or other owner identified in the Documentation. By executing this Agreement and paying the applicable License Fee, You obtain a limited license to Use the Licensed Program in object code form. You agree not to disassemble, decompile or reverse engineer the Licensed Program. You also agree that any information obtained in violation of this restriction will be confidential information automatically and irrevocably deemed assigned to and owned exclusively by the owner of the Licensed Program. You will at all times use due diligence to safeguard and protect all such confidential and proprietary information pertaining to the Licensed Program. You will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Licensed Program remain intact and clearly legible.

(b) All Other Rights Reserved. Except as expressly granted to You under another provision of this Agreement, Licensor reserves to itself and prohibits You (directly or indirectly, in whole or in part) from loaning, renting, leasing, sublicensing or otherwise hosting or distributing or operating the Licensed Program to or for the benefit of any third party, and from altering, adapting, translating or preparing any derivative work of the Licensed Program. The foregoing limitation does not prohibit Authorized Operators from making a copy of the Licensed Program for archival purposes or as an essential step in making Permitted Uses of the Licensed Program in the Licensed Operating Environment.

6. Product Support. You may purchase the following Product Support for so long as Licensor generally offers to the public Hotline Service and Updates for the Licensed Program.

(a) Hotline Service. You may purchase assistance for error correction and advice on the use and operation of the most current version of the Licensed Program through Licensor's telephone hotline service operated during Licensor's published business hours. You will need to provide sufficient information for Licensor to replicate and diagnose the reported problem. If appropriate, Licensor shall be provided reasonable access to the Licensed Program via the public Internet network, subject to Your approval and normal security requirements.

(b) Updates. You may obtain copies of each revision or "Update" to the Licensed Program and associated Documentation, which Licensor generally distributes to the public free of charge and new versions and/or enhancements by paying prices from time to time announced by Licensor. The Licensor's designation of an item as a new version or an enhancement rather than an Update shall be conclusive unless clearly erroneous. Updates are available as a download from Licensor's designated online system. You agree to install all Updates promptly, since the Licensor will only provide Product Support for the most recent version of the Licensed Program, incorporating all prior Updates.

(c) Certain Conditions. Licensor shall not be obligated to provide Product Support if: (i) You didn't pay for support (ii) the reported error was caused by unauthorized changes in Licensed Program source code, program parameters or other user adjustable features; (iii) the error results from operator error, errors in data or software not supplied by Licensor or use that exceeds the Permitted Use or is not in accordance with the Documentation, or (iv) the error is in a prior release that was corrected through issuance of an Update that You have not yet installed.

7. Price & Payment.

(a) Price. You agree to pay Licensor a License Fee in the amount stated on Licensor's order form. The License Fee is determined according to the method stated on the order form. Payment of the License Fee entitles You to Use the Licensed Program in accordance with this Agreement perpetually. Any applicable Product Support Fees are referenced in Section 6 ("Product Support").

(b) Payment. Unless otherwise stated on Licensor's order form, the applicable fees and shipping charges are payable by You promptly upon order. You will pay all sales, use, value-added, GST, personal property or other governmental tax or levy associated with this transaction (including interest and penalties imposed thereon) other than taxes based on the net income or profits of Licensor. If You fail to pay any amount when due, You agree to pay late payment fees in the amount of 5% if the transaction per month. If You continue fail to pay any amount due more then 3 months.

8. Transfer of License. You may not assign all or any part of Your rights or obligations under this Agreement without Licensor's prior written consent and any attempt to the contrary will be void and a material breach of this Agreement. Licensor may withhold such consent in its sole discretion. Licensor may impose reasonable transfer fees as a condition of any permitted transfer. A transfer of this Agreement will terminate any right to Your continued possession or Use of the Licensed Program and You must promptly destroy all remaining copies of the Licensed Program in Your possession or under Your control.

9. Warranties. The following provisions are subject to Section 11 ("Limitation of Remedies & Liabilities"). Any warranties are for Your benefit alone, it being agreed they are not assignable and there are no third party beneficiaries of them.

(a) Noninfringement Warranty. Licensor warrants it has the rights needed to enter into this Agreement and that, to the best of its knowledge and belief, Permitted Use by You of the Licensed Program in the Licensed Operating Environment will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. If promptly notified of any claim to the contrary, Licensor shall (i) defend through litigation or obtain through negotiation Your right to continue using the Licensed Program; (ii) rework the Licensed Program to make it noninfringing while preserving the original functionality, or (iii) replace the Licensed Program with functionally equivalent software.

(b) Software Media. Licensor warrants any magnetic media on which the Licensed Program is recorded and the Documentation to be free from defects in tangible materials and accuracy of reproduction from the master media. Licensor will replace at no charge defective original media or Documentation returned to it with proof of payment.

(c) No Performance Warranty. Except as provided in this Section, You agree that the Licensed Program and any services are provided strictly on an "as is" basis without any express or implied warranty, guarantee or other assurance of quality, conformity with specifications, reliability or functionality. You accept all risk for the suitability, performance or nonperformance of the Licensed Program. LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. STATEMENTS, IF ANY, REGARDING YEAR 2000 ARE "YEAR 2000 READINESS DISCLOSURES" ENTITLED TO CERTAIN PROTECTIONS UNDER FEDERAL LAW.

(d) Return Policy. UNLESS OTHERWISE STATED ON LICENSOR'S ORDER FORM, ALL SALES ARE FINAL. If Licensor formal order form state "30 days money back guarantee" such guarantee means that: (i) the Licensed Program performs as represented in the documentation; and (ii) and that the Licensed Program and documentation are without major defect (iii) The licensor will provide you prompt and

accurate technical support. If the Licensor's breach any of these three guarantees, pursuant to your fulfillment of section 12(b) ("Effect of Termination"), during the guarantee period only, You are entitled to a refund equal to your original purchase price. The guarantee period start at date of your order. A money back guarantee may be extended up to 90 days by the Licensor affiliates without modification of this agreement, if and when such extension has been given during a valid money back guarantee period.

10. Software Locks & Undocumented Features. BE ON NOTICE THAT THE LICENSED PROGRAM CONTAINS BOTH A SOFTWARE LOCK AND METERING CODE THAT ARE DESIGNED TO PREVENT UNAUTHORIZED OR EXCESSIVE USE OF THE LICENSED PROGRAM. USAGE OF THE LICENSED PROGRAM WILL BE MONITORED AND MAY UNDER CERTAIN CIRCUMSTANCES BE TERMINATED. LICENSOR DOES NOT REPRESENT OR WARRANT THAT OPERATION OF THIS FEATURE WILL BE ERROR FREE. YOU NEVERTHELESS AGREE THAT INCORPORATION OF THIS FEATURE INTO THE LICENSED PROGRAM IS COMMERCIALY REASONABLE, HAS BEEN REFLECTED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT AS A WHOLE AND YOU ACCEPT ALL RISK ASSOCIATED WITH THIS FEATURE. YOU SHOULD BACKUP YOUR VALUABLE DATA ON MEDIA NOT ASSOCIATED WITH THE LICENSED PROGRAM.

11. Limitation of Remedies & Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. You agree that if the Licensor violates any warranty or other provision of this Agreement, and Licensor determines that repair or other corrective action is not economically or technically feasible, Your sole and exclusive remedy will be to obtain a refund of License Fees paid by You. You also agree that legal remedies alone provide inadequate protection of Licensor's intellectual property rights in the Licensed Program and that, in addition to other relief, Licensor may without necessity of posting bond obtain temporary and permanent injunctions to enforce those rights.

(b) Liabilities. YOU AGREE THAT LICENSOR IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE LICENSE FEES ACTUALLY PAID BY YOU HEREUNDER. IN NO EVENT SHALL LICENSOR BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA OR BUSINESS INTERRUPTION EVEN IF LICENSOR IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY). THIS INCLUDES DAMAGES INCURRED BY YOU, YOUR CUSTOMERS OR ANY THIRD PARTY. THIS LIMITATION PROTECTS LICENSOR AND ANY DISTRIBUTOR OR RESELLER FROM WHOM YOU OBTAINED THE LICENSED PROGRAM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

12. Term & Termination.

(a) Generally. This Agreement shall continue in full force and effect in perpetuity unless terminated earlier in accordance with this or another Section of this Agreement. This Agreement will terminate automatically if You breach any provision of it. You may terminate this Agreement at any time at Your election.

(b) Effect of Termination. Termination of this Agreement will terminate Your right to possess or Use the Licensed Program. Upon termination for any reason, You agree to destroy the original and all copies of the Licensed Program (including Documentation) and cease all further Use of it. Termination will have no effect on Your obligation to safeguard and protect proprietary rights of Licensor under Section 5(a) ("Rights to Licensed Program"), disclaimers under Section 9 ("Warranties"), limitations under Section 11 ("Limitation of Remedies & Liabilities") or continuing assurances made under Section 14 ("Export Regulations").

13. Governing Law; Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, U.S.A., without regard to its choice of law principles to the contrary. Any

controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be resolved by binding arbitration administered by JAMS: (i) If You are domiciled in the United States pursuant to its Streamlined Arbitration Rules and Procedure (the "Rules"); or (ii) If You are domiciled outside of the United States pursuant to its International Arbitration Rules (the "Rules"), except as otherwise provided herein. Arbitration shall be the exclusive method of resolving any controversy, dispute or claim arising out of or relating to this Agreement. Any arbitration conducted hereunder shall be conducted in the English language, and take place in Austin, Texas before a sole arbitrator. Judgment on any arbitration award may be entered in any court having jurisdiction. The arbitrator's fee and other expenses of the arbitration process shall be shared equally. The parties shall bear their own respective costs and attorneys' fees. Texas law, to the extent permitted, shall govern all substantive aspects of the dispute and all procedural issues not covered by the Rules. Nothing in this Section 13 shall prohibit the Licensor from seeking injunctive relief from before an appropriate court to the extent necessary to protect its rights pending resolution for the dispute in accordance with the foregoing provisions.

14. Export Regulations. The transfer of technology across national boundaries is regulated by the U.S. Government. You agree not to export or re-export the Licensed Program without first obtaining any required export license or governmental approval. You will not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

15. U.S. Government Restricted Rights. The Licensed Program (including Documentation) is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Commercial Computer Software clause at DFARS 227.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable. The Contractor is Alepo Technologies, Inc., with offices at Geneva Place, 2nd Floor 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands;.

16. 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. This document and Your signature entry in electronic form (by clicking "I Agree" or by any other mean of acceptance), or a hardcopy duplicate in good form, shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question. You may issue a purchase order, but it will have no substantive effect on our Agreement. This Agreement may be modified or amended only by a written resolution of the Licensor board of directors. It is agreed that sales representatives and distributors of the Licensed Program have no authority to alter this Agreement. ALEPO USA, ALEPO TECHNOLOGIES LTD, ALEPO TECHNOLOGIES PRIVATE LIMITED, OR ANY OTHER COMPANY AFFILIATED WITH THE LICENSOR MAY NOT MODIFY THIS AGREEMENT. Any provision found by a tribunal of competent jurisdiction 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.

Contact Alepo

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