

This LICENSE AND SERVICES AGREEMENT (“Agreement”) is made and entered into by and between you (“Client” or “you”) and Airvae Commerce, LLC, a Delaware corporation (“Airvae” or “Company”).

IMPORTANT - READ THIS AGREEMENT AND THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING ANY PART OF THIS PRODUCT, AS APPLICABLE. THIS IS A LEGAL DOCUMENT THAT STATES THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THE PRODUCT. AIRVAE IS WILLING TO LICENSE THIS PRODUCT TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT DURING DOWNLOAD AND/OR INSTALLATION OF THIS PRODUCT, OR BY USING ANY PART OF THIS PRODUCT, OR BY SIGNING THIS LICENSE AGREEMENT YOU CERTIFY THAT YOU ARE A DULY AUTHORIZED REPRESENTATIVE CAPABLE OF LEGALLY BINDING YOUR COMPANY AND YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THIS PRODUCT.

In consideration of the representations and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Product

1.1 Software Product. The license (the “License”) granted herein extends to the Airvae Commerce 3.0 software program (the “Software”) licensed by you either directly, through an authorized reseller or through a paid monthly subscription service, including any upgrades, updates, patches, bug fixes or other additions to the Software you may receive through membership in a support or maintenance program, and the accompanying written documentation provided by Airvae, including any new versions thereof (the “Documentation”) (the Software and the Documentation collectively constituting the “Product”). Depending on the Product licensed, the Product may contain or utilize the following types of software: “Server Software” which means the applications that are installed on computer(s) acting as server(s) and that are configured to perform tasks requested by the Client Software; “Client Software” which means the applications that allow a computer, workstation, personal digital assistant, or other digital electronic device (as applicable) to access the Server Software and that are configured to run with a user-interface allowing a user to initiate a task; and “Database Software” which means the software used to respond to database requests made by the Product.

1.2 Grant of License. Subject to the terms of this Agreement, Airvae hereby grants to you a non-exclusive and non-transferable License to install and use the Product. This License shall be perpetual unless you have elected to license the Product on a periodic basis as specified in your Invoice (defined below). All rights not expressly granted to you herein are hereby reserved by Airvae. The specific Product(s) licensed by you shall be set forth on an associated invoice or other document associated with the purchase of your License (each, an “Invoice”).

1.3 Special Limited Term Evaluation License (also known as Free Trial). If you have been provided with a copy of the Product for evaluation purposes, Airvae grants to you, subject to the terms of this Agreement (excluding Section 1.2 under which you have no rights) a non-exclusive, non-transferable License for evaluation purposes only. This License is for a period of thirty (30) calendar days (the “Evaluation Period”), commencing upon the initial installation of the Product, to evaluate the Product. Prior to the end of the Evaluation Period you agree to cancel the service if you do not wish to continue the service under a monthly billing service. In order to cancel the service prior to the end of the Evaluation Period and to avoid any charges to your credit card you must immediately cease any further use of the Product, and return all physical copies of the Product to Airvae and destroy all other copies of the Product and notify Airvae via telephone that you wish to end your service. You further agree that Airvae will charge the credit card on file on the day immediately following the end of the Evaluation Period if you have not previously canceled your service for the full scheduled fee(s).

1.4 Scope of Use. This is a License to use the Product in executable or interpretive form, as applicable, in connection with the operating environments designated by Airvae for use with, but not included with, the Product.

Your Invoice for the Product will specify the number of concurrent users that are authorized under this License. Notwithstanding the foregoing, if you have purchased a single-user License, the Product may not be used concurrently on more than one (1) computer or processor unless you purchase additional licenses for each additional concurrent use. One (1) concurrent user license is allocated to the Server Software associated with the e-commerce functionality of the Product unless you have purchased a single user license to use the Product in which case you may use the Client Software and the Server Software concurrently.

1.5 Restrictions on Use. This License is subject to the following additional restrictions. You may only: (i) install the Database Software on a single database fileserver serving a single computer network; (ii) use the Product by up to the number of concurrent users or client instances, as the case may be, for which you have paid the applicable fees or are otherwise authorized; and (iii) use the Product for your internal business purposes. In addition, you shall not, nor permit any party to: (a) use the Product for the benefit of any third party, including without limitation, in an outsourcing, application service provider or timesharing arrangement or in the operation of a service bureau except when authorized to do so by being accepted into the Airvae Commerce Reseller Program or Airvae Commerce Private Label Reseller Program and as specified in the terms of the Airvae Commerce Reseller Agreement and/or the Airvae Commerce Private Label Reseller Agreement; (b) sell, lease, sublicense, distribute, or otherwise transfer the Product to any person, firm, or entity except when authorized to do so by being accepted into the Airvae Commerce Reseller Program or Airvae Commerce Private Label Reseller Program and as specified in the terms of the Airvae Commerce Reseller Agreement and/or the Airvae Commerce Private Label Reseller Agreement; (c) disable or circumvent any security mechanism associated with the Product (for example, a license key); or (d) translate, decompile, create or attempt to create, by reverse engineering or otherwise, source code from any object code supplied hereunder except and only to the extent authorized by local law. You shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice in the Product, or on or in any web page, template or other output of the Product, or any Company-identifying logos, icons or other markings on or in the Product, web page, template or other output of the Product, and shall ensure that all such notices and identifying logos, icons or other markings are reproduced on all copies of the Product or any web page, template or other output of the Product.

1.6 Express Product Warranty; Disclaimer of Warranty. Airvae warrants that, for a period of ninety (90) days following the date of receipt of the Product (the "Warranty Period"), the media containing the Product shall be free from defects in materials and workmanship under normal use. If a defect in such media appears during the Warranty Period, your sole and exclusive remedy and Airvae's sole liability under this warranty is the replacement of the defective media. You must return the defective media during the Warranty Period to the place of purchase in order to receive a replacement copy of the media. Airvae does not warrant that the operation of the Product will be uninterrupted or error free, will operate in combination with other products not specified by the Airvae or that the Product will operate or function properly on your computer(s). You assume the responsibility for the selection of the Product as being adequate and appropriate for your purposes.

1.7 Termination. Airvae may immediately terminate this License upon the breach of any provision of this Agreement, including failure to pay any License fees when due, provided such breach is not cured within thirty (30) calendar days of Airvae's notification of such breach. Upon termination, Client shall immediately cease use of the Product and, at the option of Airvae, either promptly return to Airvae all copies of the Product in Client's possession or destroy all such copies and certify in writing that all such copies have been returned or destroyed.

1.8 Export and Government Rights. Client agrees that the Product will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations, and Client shall have sole responsibility and liability for compliance with all such laws. The Product is provided with restricted rights. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (c)(2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

2. Services

2.1 Services Generally. Any services ("Services") you order from Airvae shall be subject to the terms of this Agreement unless otherwise agreed to in a separate agreement signed by you. This Agreement shall apply to Services ordered by you both at the time of and subsequent to Product purchase.

2.2 Maintenance and Support Services. Upon payment of the applicable fee, either to the extent included in the License fee, the monthly subscription fee or as purchased separately, Licensee shall be entitled to receive

the Product maintenance and support services described in Airvae's then-current "Maintenance and Support Program Policies" which are posted on Airvae's website (<http://www.airvaecommerce.com/Corp/?p=nlo>) or available upon request. These policies shall be incorporated into and shall for all purposes be deemed a part of this Agreement.

2.3 Professional Services. Airvae agrees to provide implementation, training, and other professional services for the Product licensed by Client, provided that Client has paid the applicable fees for such Services. In addition, Client agrees to be subject to the terms contained in Airvae's then-current "Professional Services Policy" which is posted on Airvae's website (<http://www.airvaecommerce.com/Corp/?p=nlo>) or available upon request. This policy shall be incorporated into and shall for all purposes be deemed a part of this Agreement. Airvae agrees to provide implementation, training, and other professional services for the Product licensed by Client, provided that Client has paid the applicable fees for such Services.

3. Ownership

Airvae retains full ownership rights to its intellectual property, including, but not limited to the Product, any patents, trademarks, trade secrets, copyrights, and all related content, features, designs, discoveries, inventions, scripts, applets, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, developed, generated, or that is otherwise created pursuant to this Agreement with or without the input, advice, suggestion or collaboration of Client ("Company Proprietary Materials"). All such Company Proprietary Materials shall belong exclusively to Airvae, with Airvae having the right to obtain and to hold in its own name, copyrights, patents, registrations or such other protection as may be appropriate to the subject matter. Client agrees to give Airvae reasonable assistance required to perfect the rights defined in this Section at Airvae's expense.

4. Fees and Payments

4.1 Payment. In the event Client has failed to pay Airvae any amounts due for thirty (30) days or more, in addition to other available remedies, Airvae reserves the right to suspend performance of any Services until Client's account is brought current. All amounts owed by Client to Airvae under this Agreement and which are past due shall accrue interest at a simple rate of one percent (1%) per month. If after 60 days a Client has failed to pay Airvae any amounts due the account will be terminated and all data stored in Airvae databases will be destroyed. Airvae will not be responsible for any Client data after this action.

4.2 Purchase

Clients purchasing an Airvae Commerce 3.0 license or monthly subscription service should have reviewed the software and its features before making the purchase. All sales and purchases for any of our Services and/or the Airvae Commerce 3.0 license are final. There are no refunds, returns, allowances, or credits issued for any Service(s) or license purchased. Furthermore, you agree that you will not chargeback any amounts previously charged to your credit card by us. If you chargeback a credit card charge for a payment initiated by you, you agree that we may recover the amount of the chargeback, as well as the chargeback fee by any means we deem necessary, including but not limited to re-charging your credit card for the chargeback. Furthermore, if you initiate a chargeback of a previous credit card charge, your license will be terminated.

4.3 Taxes. Client shall be liable for, pay and to the extent applicable, reimburse Airvae for all federal, state and local sales, use, value added, excise, duty and any other taxes or similar assessments or charges (other than taxes based on Airvae's net income) with respect to this Agreement, any License created pursuant to this Agreement, Client's purchase and use of the Services and the sale to Client of hardware, software or equipment.

5. Disclaimer of Warranties and Limitation of Liability.

5.1 Disclaimer Of Warranties. EXCEPT AS PROVIDED HEREIN, THE PRODUCT AND SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. CLIENT ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT AS BEING ADEQUATE AND APPROPRIATE FOR ITS PURPOSES. AIRVAE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY PRODUCT OR SERVICES FURNISHED OR PROVIDED TO CLIENT

UNDER THIS AGREEMENT. AIRVAE EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF TITLE, INFRINGEMENT, MERCHANTABILITY, CUSTOM, TRADE, QUIET ENJOYMENT, OR ACCURACY OF INFORMATION CONTENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

5.2 Limitation of Liability. IN NO EVENT WILL AIRVAE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, DAMAGE TO COMPUTER SYSTEMS, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF AIRVAE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, AIRVAE WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING OF ANY SERVICES. AIRVAE'S LIABILITY UNDER ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE GREATER OF THE FEES PAID BY CLIENT TO AIRVAE FOR THE PRODUCT OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM OR ONE HUNDRED DOLLARS (US \$100.00).

5.3 Timing of Claims. No action arising out of any breach or claimed breach of this Agreement or the transactions contemplated by this Agreement may be brought by you more than ninety (90) days after the date of purchase of the license.

5.4 Effects of Termination. Termination of this Agreement will not affect Sections 3, 4.2, 5, 6, and 7 of this Agreement, each of which will survive termination of this Agreement, regardless of the reason for termination.

6. Confidentiality.

Each party acknowledges that Confidential Information, as defined below, constitutes valuable trade secrets and each party agrees that it shall use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the other party's Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that is: (i) publicly available through no fault of the receiving party; (ii) obtained by the other party from third parties without restrictions on disclosure; or (iii) required to be disclosed by order of a court or other governmental entity. "Confidential Information" means the Product (including object code and source code provided to you as described above), this Agreement, the Company Proprietary Materials, and any information that would be considered Confidential Information as provided in Section 7.2 whether in tangible or intangible form, and whether or not stored, compiled or memorized physically, electronically, graphically, photographically or in writing.

7. General

7.1 Governing Law and Venue. This Agreement will be construed and controlled by the laws of the State of Delaware (USA) without reference to its conflict of law principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

7.2 Dispute Resolution. At the written request of either party, each party will appoint a knowledgeable, responsible representative to meet via telephone or in person and negotiate in good faith to resolve any controversy or claim between the parties. The parties agree that these negotiations will be conducted by non-lawyer, business representatives. Discussions and correspondence among the party representatives shall be treated as Confidential Information developed and exchanged for the purpose of settlement and shall not be admissible in any proceeding without the concurrence of each party. If the foregoing negotiations do not resolve the controversy or claim within thirty (30) days of the initial written request, then either party may then initiate binding arbitration proceedings before a single, independent arbitrator under the auspices of the American Arbitration Association's ("AAA") Commercial Arbitration Rules, which arbitration shall be the sole and exclusive method of determining unresolved controversies or claims between the parties. Venue for any arbitration hearings conducted shall be in New Castle County, Delaware by an arbitrator selected by the AAA who is familiar with the computer software industry. The arbitrator shall have no power or authority to add to or detract from the agreements of the parties,

or to award punitive, consequential, special indirect or incidental damages. The decision of the arbitrator shall be binding and conclusive on all parties involved, and judgment upon the arbitrator's decision may be entered in any court having competent jurisdiction. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder.

7.4 Promotion. Client agrees that Airvae may refer to Client and use its logo in connection with its marketing, sales, and other external communications.

7.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

7.6 No Waiver. No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

7.7 Force Majeure. Neither party shall be liable for any delay or failure due to force majeure and other causes beyond its reasonable control. This provision shall not apply to any of Client's payment obligations.

7.8 Section Headings. The section headings used in this Agreement are intended for convenience only and will not be deemed to supersede or modify any provisions.

7.9 Language. This Agreement has been drafted and executed in the English language, which the parties agree shall control the construction of this Agreement in all respects.

7.10 Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the other party's principal place of business and shall be sent to the attention of President. Such notices will be effective upon proof of delivery.

7.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and will merge all prior and contemporaneous communications, both oral and in written form. This Agreement will not be modified except by a written agreement signed on behalf of Client and Airvae by their respective duly authorized representatives.

Airvae Commerce, LLC
195 South Kankakee Street
Coal City, IL 60416
www.airvae.com
www.airvaecommerce.com