

## MACH1 End User License Agreement (EULA)

MACH 1 CORP., IS A DELAWARE CORPORATION WITH OFFICES LOCATED AT 11 VESTRY STREET #1A, NEW YORK, NY 10013 ("MACH1") SOFTWARE AND ALL COMPONENTS THEREOF (COLLECTIVELY THE "SOFTWARE"). USING THE SOFTWARE, PLEASE READ THIS EULA CAREFULLY. BY DOWNLOADING OR BY USING THE SOFTWARE, YOU REPRESENT THAT YOU HAVE REVIEWED THE TERMS OF THIS EULA, HAVE THE AUTHORITY TO ENTER INTO AND BE BOUND BY THIS EULA ON BEHALF OF YOU OR YOUR COMPANY (WHERE APPLICABLE), THAT YOU AGREE TO THE VALIDITY AND ENFORCEABILITY OF THIS EULA, AND AGREE TO BE IRREVOCABLY BOUND BY THIS EULA. THIS EULA DOES NOT NEED TO BE SIGNED IN ORDER TO BE VALID AND BINDING.

\*\*\*\*\*

By using the MACH1 Software you agree to the terms of this End User License EULA ("EULA") between you ("You" or "User") and MACH 1 CORP., a Delaware Corporation with offices located at 11 Vestry Street #1A, New York, NY 10013 ("MACH1"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE.

THE SOFTWARE IS NOT SOLD, AND INSTEAD IS ONLY LICENSED FOR USE, STRICTLY IN ACCORDANCE WITH THIS EULA.

THIS IS A LEGAL AGREEMENT. BY INSTALLING, ACCESSING AND/OR USING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE PERSON YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE PERSON YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SOFTWARE AND TO ENTER INTO THIS EULA. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE SOFTWARE.

### 1. License Grant

Subject to the terms of this EULA, MACH1 grants to you a limited, non-exclusive, non-transferable license, without the right to sublicense, to install, use, and execute the Software on a single workstation.

### 2. Restrictions

No license or other right is granted by MACH1 to you under this EULA, either directly or by implication, estoppel, or otherwise (including, but not limited to, the right to prepare derivative works). You shall have no right or access to the source code of the Software.

User may install and use one copy of the Software on a single computer, and except for making one back-up copy of the Software, may not otherwise copy the Software. This EULA of Software may not be shared or used concurrently on different computers.

User agrees not to, and User will not permit others to: (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party; (b) copy or use the Software for any purpose other than as permitted in this EULA; (c) use any part of the Software in a manner contrary to the terms of this EULA; (d) remove or alter any trademark, attribution, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; or (e) modify, decrypt, extract, make derivative works of, disassemble, reverse compile or reverse engineer, or otherwise seek to duplicate or recreate the functionality of, any part of the Software.

### 3. Ownership.

The Software and all rights in and to the copyrights, trade secrets, and all other intellectual property rights therein, worldwide, are the exclusive property of MACH1. MACH1 reserves all rights in and to the Software not expressly granted to you in this EULA. There are no implied licenses in this EULA. You agree that you shall not contest or challenge, or take any action inconsistent with or that may damage or impair MACH1's ownership or rights or intellectual property rights in and to the Software.

### 4. Confidentiality.

User acknowledges that the Software contains valuable trade secrets of MACH1 and User agrees to maintain the confidentiality of the Software using at least the same degree of care you use with User's own confidential information or that of User's company.

### 5. Term and Termination.

This EULA is effective either upon your clicking the "I Accept" button or when You begin using the Software, and shall continue until terminated. You may terminate this EULA at any time by returning the Software and all copies and extracts to MACH1. MACH1 may terminate this EULA upon a material or continuing breach of this EULA by you by the giving of 10 days prior written notice of termination, stating the cause therefor, with termination becoming effective at the close of said 10-day term if the breach is not then cured to the satisfaction of MACH1.

This LICENSE will automatically terminate if User fails to comply with any of the terms and conditions hereof. In such event, User must destroy all copies of the Software and all of its component parts. MACH1 may terminate this EULA at any time if you fail to comply with any term(s) hereof.

Upon termination of this EULA, the license granted hereunder will terminate and you must stop all use of the Software, but the terms of relating to disclaimed warranties, limitations on liability, confidentiality, and any of MACH1's rights in the Software, will survive such termination.

### 6. DISCLAIMER OF ALL WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND MACH1 DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST INFRINGEMENT.

YOUR USE OF THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND MACH1 DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR HOME AND ALL ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION OR PRODUCT SOFTWARE.

### 7. Limitation of Liability

NEITHER MACH1, NOR ANY OF ITS PRINCIPALS, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR PENALTIES INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, PERSONAL INJURY, LOST DATA, BUSINESS INTERRUPTION, AND THE LIKE, HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF MACH1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL MACH1'S MONETARY LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE TO YOU EXCEED THE AMOUNTS PAID TO IT BY YOU.

## 8. INDEMNITY

You shall indemnify and hold harmless MACH1 from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning (i) a breach of any of Your obligations, covenants, representations or warranties contained herein; (ii) any product or system developed by You using the Software; (iii) any combination of the Software, or any component of it, with any product or system developed by You using the Software, and (iv) the negligence or intentional misconduct of You or your officers, employees, agents or contractors. You agree not to bring any cross-claim, third party claim or similar claim against MACH1 based on a claim, suit, action or proceeding threatened or commenced against You related to the Software and arising out of any matter.

## 9. Export Compliance.

The Software and related technology may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Software and related technology, as may be required. You will indemnify and hold MACH1 harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section.

## 10. Governing Law; Venue.

You agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a federal or state court located in New York County (Manhattan), New York and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that MACH1 may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

## 11. Assignment.

Neither the rights nor the obligations arising under this EULA are assignable by You, and any such attempted assignment shall be void and without effect.

## 12. Severability.

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## 13. Waiver.

All waivers by MACH1 will be effective only if in writing. Any waiver or failure by MACH1 to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

## 14. Equitable Relief

You acknowledge that any breach of your obligations hereunder with respect to the Software or the confidential information of MACH1 will cause MACH1 irreparable injury for which it has no adequate remedy at law. You further agree that MACH1 will be entitled to seek and obtain equitable relief, including preliminary injunctions and temporary restraining orders, to prevent any unauthorized use of the Software

and confidential information, without posting of bond or other security, in addition to all other remedies available to it under this EULA or other applicable law.

15. General.

a. The Software is deemed irrevocably accepted upon your use of the Software. MACH1 will have no responsibility to provide maintenance or support services with respect to the Software.

b. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA.

c. Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand-signed by the parties.

d. Questions or Additional Information. If you have questions regarding this EULA, please contact MACH1.