

VENUX TERMS AND CONDITIONS AGREEMENT

1. GENERAL

This Terms and Conditions Agreement ("Agreement") is a legal agreement between you and **Venux, LLC**. **Venux, LLC** (hereinafter, "Venux") is a software development company specializing in cybernetic system development. This Agreement states the terms and conditions under which you may access Venux's system and use the online services that Venux makes available through that system ("Services") and use the software necessary to connect to the Services ("Software").

IMPORTANT - PLEASE READ - CAUTION:

BY CLICKING THE "I ACCEPT" BUTTON BELOW AND USING, RUNNING, DOWNLOADING OR INSTALLING THIS SYSTEM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT GOVERNING YOUR USE OF THE SYSTEM.

YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE HAD AN ADEQUATE OPPORTUNITY (AND HAVE REVIEWED) THIS AGREEMENT. CLICKING THE "I ACCEPT" BUTTON AND USING THE SYSTEM INDICATES YOUR FULL INTENT AND WILLINGNESS TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, BY CLICKING "I ACCEPT" AND USING THE SYSTEM, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SYSTEM.

DO NOT USE THE SYSTEM IF YOU DO NOT FULLY UNDERSTAND AND AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT.

Venux provides its products and Service to you subject to the following Terms of Use ("Terms"), which may be updated by Venux from time to time without notice to you. Your use of Venux software, access to Venux software, and affiliated website(s) is governed by these Terms.

Acceptance of Agreement

By accessing Venux's website ("Site"), using products and Services offered by Venux, subscribing or ordering Services online via the Site, or accepting the Terms electronically, you agree to be subject to these Terms and any additional terms and conditions found on any of our affiliated websites that may apply. If you do not agree to these Terms or any affiliated Terms of Use, please refrain from using the Site.

In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving Services under the laws of your jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration forms (such information being the "Client Data") and (b) maintain and promptly update the Client Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Venux has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Venux has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY COMPLETING THE REGISTRATION PROCESS AND USING THE SOFTWARE AND SERVICES, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THIS AGREEMENT AS IF YOU HAD SIGNED IT. IF YOU DO NOT WISH TO BE

BOUND, PLEASE DO NOT ACCEPT THE TERMS OF THIS AGREEMENT.

2. ACCESS AND LICENSE

(a) Access.

Venux grants you access to its system and the right to use the Services subject to the terms of this Agreement.

(b) License.

Venux grants you a nonexclusive, personal, nontransferable license to install and/or use the Software, in executable form only, solely for the purpose of accessing Venux's system and using the Services. You may install and/or use the Software on any compatible computer under your control. You may not (a) modify or otherwise create derivative works, (b) translate, reverse engineer, or reverse compile, or disassemble, (c) sell, rent, sublicense, assign, or otherwise transfer, or distribute, the Software or this license.

(c) Permitted Users.

You may permit other members of your organization or household to access the Services provided that each such person abides by the terms and conditions of this Agreement. By permitting others to use your account, you assume all risk and liabilities resulting from their use. If you authorize a minor to use your account, you are fully responsible for the online conduct of the minor, for controlling the minor's access to and use of the Services, and for the consequences of any misuse. It is your responsibility to safeguard any personal identification number and password required to access the system. Your right to authorize others to use your account is not assignable or transferable.

3. CHANGES

The Site, the Services, Venux's system, and this Agreement may change from time to time. Venux reserves the right, at Venux's sole discretion and without prior notice or liability, to discontinue or alter the Services or any feature of the Site including, without limitation: (a) restricting the time of availability, (b) restricting the availability and/or scope of the Services for certain types of computers and operating systems, (c) restricting the procedures for or amount of access or use permitted, (d) restricting or terminating any user's right to access and use the Services, and (e) changing system hardware and software. Any change is effective immediately upon a posting on the Services, electronic mail, or conventional mail. By continuing to use the Services, you accept any such changes. If any such changes are not acceptable to you, you may terminate this Agreement at any time as described in Section 11.

4. SYSTEM RULES

(a) You agree to supply Venux with accurate and complete information as specified on the online registration form and to inform Venux promptly of any change in such information.

(b) You are responsible for all use of your account. You must promptly inform Venux of the loss, theft, or unauthorized disclosure or use of your personal identification number or password. Until you notify Venux of such a breach of security, you remain liable for any unauthorized use of the Services through your account.

(c) The Site may only be used for lawful purposes and consistent with the rights of other users and third parties. Without limiting the above, the Site shall not be used in a manner that would violate any law or infringe any copyright, trademark, trade secret, right of publicity, right of privacy, or any other right of any third party, or for the purpose of transmitting or storing material that is obscene or defamatory. You are prohibited from posting on, or transmitting through the Services, any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

(d) Venux reserves the right to refuse to provide access to the Services to anyone.

5. DISCLAIMER; LIMITATION OF LIABILITY

THE SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. APPDEV DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICES FURNISHED BY IT UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF APPDEV TO ANY USER FOR ANY LOSS, CLAIM, DAMAGE, OR LIABILITY OF ANY KIND, INCLUDING DUE TO APPDEV'S NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY USER TO APPDEV DURING THE SIX-MONTH PERIOD PRECEDING THE CLAIM.

6. INDEMNIFICATION

You agree to indemnify and hold Venux, its officers, directors, employees, and agents harmless from and against any claims and expenses (including reasonable attorney's fees) arising out of or related to any violation of this Agreement or use of your account.

7. PRIVACY

Electronic mail and other transmissions passing through the Site and through Venux's system are not secure, and Venux cannot guarantee the security or privacy of any of your information or communications. Venux will not intentionally monitor or disclose any private electronic communications, except to the extent necessary to identify or resolve system problems or as otherwise permitted or required by law.

8. EDITORIAL CONTROL

Venux reserves the right to monitor transmissions, other than private electronic communications, as necessary to provide Services and otherwise to protect the rights and property of Venux. Notwithstanding the above, Venux does not have the practical ability to restrict conduct, communication, or content that might violate this Agreement before transmission on the service, nor can Venux assume any liability for any action or inaction with respect to such conduct, communication, or consent.

9. PROPRIETARY RIGHTS

(a) Software.

The Software and any accompanying documentation and written materials are the sole and exclusive property of Venux or its licensor and are protected by copyright and trade secret law and international treaties.

(b) Content.

The Services contain information, software, photos, video, graphics, sound, music, and other material ("Content") that are protected by copyright, trademark, trade secret, and other intellectual property law and that the rights in such Content are valid and protected in all forms, media, and technologies that now exist or that may be developed in the future. You may not modify, publish, distribute, transmit, transfer or sell, create derivative works, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, you may make copies of portions of the Content, including material protected by copyright, trademark, or other proprietary rights, provided the copies are made for your personal use and that you maintain any copyright, trademark, or other proprietary rights notices on the copies of the Content. Except as stated immediately above or as permitted by the fair use provision of U.S. copyright law, you may not upload, post, reproduce, or distribute any Content protected by copyright or other proprietary rights without the permission of the copyright owner.

(c) Third-Party Content and Services.

(1) If the Site offers the upload capability, you may only upload or otherwise distribute via the Services Content that is not subject to any copyright or other proprietary rights protection or for which you have the owner's express authorization for such online distribution. The unauthorized uploading or distribution of copyrighted or other proprietary Content constitutes a breach of this Agreement, and could subject you to criminal prosecution, personal liability for any damages arising from any infringement, and to termination of this Agreement. By uploading Content to the Services in any area that is generally accessible to other users, you automatically grant or warrant that the owner of the Content has expressly granted Venux the royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute, and transmit the Content, in whole or in part, worldwide and/or to incorporate it in other works in any form, media, or technology, now known or that may be developed in the future, for the full term of any copyright, including renewals, that may exist in such content. You also grant or warrant that the owner of the Content grants to other users the right and license to access, view, store, or reproduce the Content for that user's personal use. Subject to the above, the owner of the Content uploaded or distributed on the Services retains all rights that may exist in such Content.

(2) Venux is a distributor and not a publisher of Content supplied by third parties and users. Accordingly, Venux has no more editorial control over such Content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other Content expressed or made available by third parties are those of the respective authors, owners, or distributors and not of Venux. In no event will Venux be liable for any loss or damage caused by a user's reliance on Content obtained through the Services. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, advice, opinion, or any other Content available through the Services.

(3) The Services may permit you to receive information and order and receive merchandise and services directly from businesses that are not owned or operated by Venux. The purchase, payment, warranty, delivery, and any other terms concerning such information, merchandise, and services are solely between you and such businesses.

(d) Export.

The U.S. export control laws regulate the export and re-export of technology originating in the United States, including the electronic transmission of information and software to foreign countries and foreign nationals. You agree to comply with these laws and not to transfer by electronic transmission or otherwise, any Content derived from the Services without obtaining any required government authorization. You further agree not to upload to the Services any data or software that cannot be exported without prior written government authorization, including without limitation, certain types of encryption software.

10. TERMINATION

(a) For Any Reason.

Either you or Venux may terminate this Agreement for any reason at any time by giving the other party notice of termination. Such termination shall be effective upon receipt of notice.

(b) For Cause.

Venux may terminate this Agreement without notice for any conduct that Venux believes in its sole discretion violates this Agreement, interferes with other users' use of the Services, or is otherwise inappropriate.

(c) Effect of Termination.

Upon termination, your license to use the Software automatically terminates, and Venux will delete all data, files, or other information stored in your account. In the event of termination, you remain bound by Sections 4, 5, 10(b), 11, and 13 of this Agreement.

11. LEGAL NOTICES TO CALIFORNIA USERS

California users are entitled to the following consumer rights information under California Civil Code §1789.3:

(a) Pricing Information.

Venux currently does not but may in the future charge fees for using the Services via the Site.

(b) Complaints.

The Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at 1-800-952-5210 or 1-916-445-1254.

12. GENERAL

(a) Choice of Law.

This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of New York, without regard to its choice of law rules.

(b) No Waiver.

Venux's failure to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of future violations of the Agreement or any other provision.

(c) Modification.

This Agreement shall not be modified in any way except by a writing signed by both parties. Any such modifications or attempts to make such modification are null and void.

(d) Severability.

If any provision or portion of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

(e) Survival.

The provisions of this Agreement relating to confidentiality, warranties, and indemnification shall survive any termination or expiration of this Agreement.

(f) Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all existing agreement and all oral, written, or other communications between them concerning its subject matter.

13. INDEMNIFICATION

a. You will assist in defending or settling any action brought or allegation made against Venux to the extent that it is based upon a claim that the Software, as provided by Venux under this Agreement and used within the scope of this Agreement, infringes any copyright, trade secret, U.S. patent or other proprietary right. Your obligations hereunder are contingent on the following conditions:

i. You must notify Venux in writing promptly after Venux becomes aware of a claim or the possibility thereof; and

ii. You must grant Venux the sole control of the settlement, compromise, negotiation, and defense of any such action; and

iii. You must provide Venux with all information related to the action that is reasonably requested by Venux; and

iv. Venux may, at its option, (a) allow you to continue using the Software; or (b) replace or modify the Software so it is no longer infringing, or (c) terminate the applicable license(s) and remove access to the Software.

b. The foregoing indemnity shall not apply to any infringement claim to the extent arising from your use of the Software in conjunction with your data where use with such data gave rise to the infringement claim; and/or (iii) your use of the Software with other software or hardware, not provided by Venux, where use with such other software or hardware gave rise to the infringement claim; and/or (iv) compliance by Venux with designs, plans or specifications furnished by or on your behalf.

c. Venux shall not be liable hereunder for any settlement made by you without Venux's advance written approval or for any award from any action in which Venux was not granted control of the defense.

d. The parties agree to cooperate in good faith in the defense of any legal action or suit that causes one party to invoke an indemnity hereunder.

14. MISCELLANEOUS

a. In the event any action is brought to enforce any provision of this Agreement or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.

b. You shall comply with all then current export and import laws and regulations of the United States and such other governments as are applicable to the Software. You hereby certify that it will not directly or indirectly misuse the Software or related information, media, or products in violation of United States laws and regulations.

c. You may not assign this Agreement or any license granted or created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Venux, which consent shall not be unreasonably withheld. Any assignments or attempts to assign this Agreement by you without consent from Venux are null and void.

d. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion.

e. Definitions set forth in any part of this Agreement shall apply to all parts of this Agreement. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement.

f. Except for payment defaults, neither party shall be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by force majeure or any cause beyond its reasonable control, including without limitation labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, utility or transmission failures, war, riot, or governmental action not the fault of the non performing party.

g. If you are the United States Government or any contractor thereof, all licenses granted hereunder are subject to the following: (i) for acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer

software” and related documentation in accordance with the terms of this Commercial Software Agreement as specified in 42 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; (ii) for acquisition by or on behalf of units of the Department of Defense (“DOD”) as necessary to obtain protection as “commercial computer software” and related documentation in accordance with the terms of this commercial computer software license as specified in 48 C.F.R. 227-7202-1 through 227.7202-4 of the DOD F.A.R. Supplement and its successors.

h. This Agreement constitutes the entire agreement between you and Venux regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect thereto. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties. It is expressly agreed that the terms of any you purchase order or other ordering document (except for mutually executed license Schedules and Project Plans) shall be without force and effect. Any such amendments or attempts to make such amendments by you without consent from Venux are null and void

i. This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of New York, excluding its choice or conflict of law rules.