

TRIGGERMESH, INC.
END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT ("**Agreement**"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS FOR THE USE OF THE ENCLOSED SOFTWARE OWNED BY TRIGGERMESH, INC. ("TRIGGERMESH") AND ITS LICENSORS ("SOFTWARE") AND ASSOCIATED DOCUMENTATION ("DOCUMENTATION"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR DESTROY THE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT TRIGGERMESH MAY REMOTELY DISABLE THE SOFTWARE. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT YOU ARE A LEGALLY AUTHORIZED REPRESENTATIVE, DULY AUTHORIZED TO ACCEPT AGREEMENTS OF THIS TYPE ON THE ENTITY'S BEHALF AND TO OBLIGATE THE ENTITY TO COMPLY WITH ITS PROVISIONS.

1. License. Subject to the terms and conditions of this Agreement, TriggerMesh grants you a limited, revocable, non-exclusive, non-transferable license to use the object code or compiled binary version only of the Software and Documentation, for your internal operations only. Except for the express license granted in this Agreement, no other licenses or rights are granted by implication, estoppel or otherwise. You may make one copy of the Software for archival purposes only. The copy shall: (a) be kept within your possession or control; (b) include all titles, trademarks, and copyright and restricted rights notices in the original; and (c) be subject to this Agreement. You may not otherwise copy the Software without TriggerMesh's prior written consent.
2. Restrictions. You acknowledge that the Software and the structure, sequence, organization, user interface and source code of the Software constitute valuable trade secrets of TriggerMesh. Accordingly, except as expressly authorized by TriggerMesh in writing, you will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out in this Agreement; (d) circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this Agreement; (e) translate, modify or create derivative works based upon the Software; (f) permit any use of or access to the Software by any third party; (g) remove any product identification, proprietary, copyright or other notices contained in the Software; (h) operate the Software on behalf of or for the benefit of any third party; including the operation of any service that is accessed by a third party; or (i) benchmark the operation of the Software without TriggerMesh's prior written consent. You may not assign this Agreement or the license rights created herein without TriggerMesh's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void.
3. Ownership. The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all intellectual property rights therein, are and shall remain the sole and exclusive property of TriggerMesh and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this Agreement. No other rights with respect to the Software and Documentation or any related intellectual property rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this Agreement.

4. Feedback. In connection with your use of the Software or participation in any TriggerMesh forums or other communications, you may provide suggestions, enhancement requests, recommendations or other feedback ("*Feedback*"). You hereby grant to TriggerMesh a non-exclusive, transferable, sublicensable, world-wide, perpetual, royalty-free, irrevocable license to reproduce, create derivative works from, distribute, perform, display and otherwise use Feedback (including, but not limited to, incorporating it into the Software) and without any confidentiality obligation in any manner whatsoever.
5. Confidentiality. Except for (a) disclosures to legal and financial advisors as necessary; or (b) as required by governmental or judicial order, provided prompt written notice is given to the other party prior to such disclosure and the disclosing party complies with any protective order or equivalent imposed on such disclosure, during the term of this Agreement and for two years following its termination neither party shall disclose to any third party any information that is clearly marked as "Confidential" or identified in writing to the receiving party as confidential at the time of disclosure "Confidential Information"). In protecting Confidential Information, a receiving party agrees to use the same care which it takes for its own confidential information. Without limiting the generality of the foregoing, any and all Software and the financial and other terms and conditions of this Agreement shall be Confidential Information, and you represent and warrant to TriggerMesh that you are permitted to disclose to TriggerMesh any information which you so disclose. Notwithstanding the foregoing, TriggerMesh shall have the right to identify you as a commercial customer, including by making reference to you on the TriggerMesh Website. The non-disclosure obligations of this section shall not apply if the information shall have: (a) first become generally known and published through no fault of the receiving party; (b) been learned by the receiving party from a third party; (c) been already known to the receiving party; or (d) been developed by or for the receiving party, independent of activities under this Agreement. Further, the terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's confidential information.
6. DISCLAIMER. THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES CONCERNING THE INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SOFTWARE. TRIGGERMESH DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING HIGH RISK ACTIVITIES), WARRANTIES OF TITLE OR NON-INFRINGEMENT OF ANY IPR OR TRADEMARK RIGHTS, ANY WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SOFTWARE IS "ERROR FREE", THAT ERRORS WILL BE CORRECTED OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS.
7. LIMITATION. IN NO EVENT SHALL TRIGGERMESH BE LIABLE FOR (a) ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF TRIGGERMESH OR ANY OF ITS AUTHORIZED REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (b) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE TRIGGERMESH SOFTWARE, OR (c) ANY CLAIM BY ANY THIRD PARTY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH IN

THIS AGREEMENT, TRIGGERMESH'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. Third party software. Any third-party software, including any third party's plug-in, that may be provided with the Software is included for use at your option. If you choose to use such third-party software, then such use shall be governed by such third party's license agreement. Triggermesh is not responsible for any third party's software and shall have no liability for your use of third-party software.
9. Indemnity. You shall defend, indemnify and hold harmless TriggerMesh and its officers, directors, employees, advisors and shareholders from and against any and all loss, damage, settlement, costs or expense (including legal expenses and expenses of other professionals), as incurred, resulting from, or arising out of: (a) your use of the Software, Documentation or any material furnished or provided by TriggerMesh; and (b) your of this Agreement.
10. Termination. TriggerMesh shall have the right, at any time and for any reason including your breach of this Agreement or your insolvency, to terminate this Agreement and the rights granted to you hereunder, and may do so remotely through the use of a license key or by other means, without any liability whatsoever. Upon termination, all license rights shall immediately terminate, and you shall immediately cease using the Software and uninstall and destroy, or return to TriggerMesh at its option, all copies of the Software and Documentation.
11. General.
 - a. You acknowledge and agree that the Software may contain features that report, or permit users to report, the user's usage patterns and problems - whether caused by the Software, or included third party software to TriggerMesh.
 - b. TriggerMesh shall be entitled to enforce against you in an action for breach of contract, any provision of this Agreement which protects, limits the liability of, or otherwise benefits TriggerMesh. In addition to all other relief available to TriggerMesh in any such action, TriggerMesh shall be entitled to an injunction requiring you to comply with any such provision.
 - c. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. Any suit or proceeding shall be brought and prosecuted only in Raleigh, North Carolina, USA. The parties acknowledge and agree that this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.
 - d. Each party agrees that it will comply with all laws applicable to the performance of this Agreement. You agree that the Software is not being, and will not be, acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor will it be used for: nuclear activities, chemical or biological weapons, or missile projects unless authorized by the U.S. government.
 - e. The parties enter into this Agreement as, and shall remain, independent contractors with respect to one another. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the parties.

Support and maintenance for the Software may be purchased from TriggerMesh. Please contact info@triggermesh.com.

END OF LICENSE TERMS