

TOOLBARSTUDIO INC.

LICENSE AGREEMENT

For and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows

1. DEFINITIONS. As used in this Agreement:

1.1. "DeskAlerts Customer" means any user of the DeskAlerts Software for the purpose of deploying and executing DeskAlerts Server/Client Software.

1.2. "End User" means any user of DeskAlerts Server/Client Software.

1.3. "DeskAlerts Software" means collectively DeskAlerts Client Software and DeskAlerts Server Software software program including online and electronic documentation, associated media and printed materials.

1.4. "DeskAlerts Client Software" means the DeskAlerts End User application installed on the End user Computer and with the ability of receiving Alerts from DeskAlerts Server Software.

1.5. "DeskAlerts Server Software" means the DeskAlerts Server application installed on the Customer Server with the ability for sending Alerts to the DeskAlerts Client Software.

1.6. "Documentation" means the user guide(s) and other documentation, if any, delivered by DeskAlerts in paper or digital form to Licensee with the DeskAlerts Software.

1.7. "Licensee" means, individually and collectively, End User and DeskAlerts Customer.

1.8. "Order Form" means DeskAlerts order form for the Package or any component of the DeskAlerts Software.

1.9. "Package" means the assembled DeskAlerts Software and Documentation licensed by Toolbarstudio Inc. to Licensee under this Agreement.

1.10. "Package Delivery" means the date when the Customer gets a link to the Package download via Email.

1.11. "Person" means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, limited liability partnership, unincorporated organization, government (or any agency or political subdivision thereof) or other legal entity or organization.

1.12. "Term" means the period commencing on the Effective Date (as defined below) and ending on the termination or expiration of this Agreement.

2. LICENSE GRANT. Subject to the terms and conditions of this agreement, ToolbarStudio grants to Licensee, and Licensee accepts a limited, personal, non-exclusive, nontransferable and royalty-free right and license during the Term to install and use the DeskAlerts Software on one single server for the purpose of communicating with DeskAlerts Client Software.

3. PAYMENT. Before ToolbarStudio grants to the Customer the license for DeskAlerts Software that requires payment of a fee, Licensee shall pay to ToolbarStudio the applicable fee in the amount set forth in the Order Form as solely determined by ToolbarStudio ("Fees"). The Fees are due and payable in accordance with the terms and conditions of the Order Form without set-off or counterclaim, free and clear of (and without deduction for or grossed up for, as applicable) any taxes, duties, charges, withholdings, restrictions or conditions of any nature imposed or levied by and governmental, taxing or other authority. If the Company does not make the payment in 30 days since package delivery, then the Agreement will become Void and Null.

4. LICENSE RESTRICTIONS. Except as specifically permitted in this Agreement, Licensee shall not directly or indirectly (i) encumber, sell, transfer, assign, rent, lease, license, sublicense, time-share or use the Package in any service bureau arrangement; or (ii) copy (except for a single copy for archival purposes), distribute, manufacture, adapt, modify, enhance, create Derivative Works of, translate, localize, port or otherwise modify the Package or (iii) permit any third party to engage in any of the acts proscribed in clauses (i) and (ii). Licensee may use one copy of the DeskAlerts Server Software on a single computer.

5. PROTECTION OF DESKALERTS SOFTWARE. Licensee agrees to protect the Package from unauthorized copying or use. Except as expressly set forth in this Agreement, Licensee acknowledges that the Source Code for the DeskAlerts Software and other trade secrets embodied in the DeskAlerts Software have not been, and are not going to be, disclosed to Licensee. Licensee is not permitted (a) to decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the DeskAlerts Software; (b) to use any similar means to discover the Source Code of the DeskAlerts Software or to discover the trade secrets in the DeskAlerts Software; or (c) to otherwise circumvent any technological measure that controls access to the DeskAlerts Software, without the prior written consent

of DeskAlerts. Licensee agrees not to remove or alter any copyright notice or other proprietary notice, or restrictive rights legend embedded in or displayed on the Package. Any information obtained in violation of the foregoing shall be deemed to be the Confidential Information (as defined below) and sole and exclusive property of DeskAlerts and is hereby automatically and irrevocably assigned to DeskAlerts.

6. SUPPORT AND UPGRADE. Except as expressly set forth in the Order Form or in a separate agreement signed by an authorized representative of ToolbarStudio, the license granted to Licensee hereunder does not entitle Licensee to receive any Upgrades or Support Services from ToolbarStudio or any of its Affiliates.

7. OWNERSHIP. Licensee acknowledges and agrees that ToolbarStudio own all right, title and interest in and to the Package including without limitation any and all Intellectual Property Rights. Except as expressly provided in this Agreement, Licensee will not acquire any rights or licenses under any of ToolbarStudio's Intellectual Property Rights on account of this Agreement or Licensee's performance under this Agreement. All (a) suggestions for correction, change and modification to the Package; (b) evaluation data; (c) evaluations; and (d) other feedback (including, but not limited to, quotations of written or oral feedback relating to the Package), information and reports provided to ToolbarStudio by Licensee will be the exclusive property of ToolbarStudio and ToolbarStudio may use and disclose any such evaluations, reports, feedback or other information in any manner and for any purpose whatsoever. Licensee agrees to assist ToolbarStudio in obtaining intellectual property protection relating to such suggestions, evaluation data, evaluations, feedback, information and reports. ToolbarStudio may publish Licensee's company name in any promotional materials, press release or other public announcement issued or distributed by ToolbarStudio. The Package is protected by the laws of United States, by the international treaty provisions and other applicable laws. Any rights not expressly granted in this Agreement are reserved to ToolbarStudio, its Affiliates and its or their respective licensors.

8. TAXES. All Fees specified in this Agreement are exclusive of taxes. Licensee is solely responsible for all taxes, duties and customs fees as well as penalties, interest, withholding, and any cost thereof concerning the Package,

9. TERM AND TERMINATION.

9.1. The Term of this Agreement is effective as of the earlier of the date Licensee executes the Order Form, if applicable, for any component of the DeskAlerts Software, or agrees to the terms of this Agreement ("Effective Date"). This Agreement shall continue unless terminated in accordance with the provisions of Section 9.2

9.2. This Agreement may be terminated:

- i. by either party, in the event the other party materially breaches a provision of this Agreement and the breaching party fails to cure such breach within thirty (30) days of the receipt of notice of such breach from the non-breaching party;
- ii. by either party, immediately in the event any assignment is made by the other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other party's property, or if the other party files a voluntary petition under federal bankruptcy laws or similar state statutes or such a petition is filed against the other party and is not dismissed within sixty (60) days; or
- iii. Immediately by ToolbarStudio upon notice to Licensee if Licensee is in breach of Sections 2 or 7 of this Agreement.

9.3. Except as provided herein, ToolbarStudio shall not be responsible to Licensee for rebate, compensation, and damages or otherwise by reason of termination of this Agreement at any time.

10. WARRANTY DISCLAIMER.

Licensee acknowledges that: use of the Package OR ANY SUPPORT SERVICES may result in unexpected results, loss of data or other unpredictable damage or loss to Licensee. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PACKAGE AND ANY SUPPORT SERVICES ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. DESKALERTS, ITS AFFILIATES AND ITS OR THEIR RESPECTIVE LICENSORS MAKE NO WARRANTIES OR GUARANTEES OR REPRESENTATIONS, AND EXPLICITLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF ANY KIND OR NATURE, WITH RESPECT TO THE PACKAGE, ANY SUPPORT SERVICES, THE USE OR DISTRIBUTION THEREOF, INCLUDING ANY MODIFICATION THEREOF BY LICENSEE OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT, ACCURACY, COMPLETENESS, INTEGRATION, FREEDOM FROM DEFECTS OR DISABLING DEVICES, UNINTERRUPTED USE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. DESKALERTS DOES NOT WARRANT THAT (A) THE PACKAGE OR ANY SUPPORT SERVICES WILL MEET LICENSEE'S REQUIREMENTS, (B) OPERATION OF THE PACKAGE OR ANY SUPPORT SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE, OR (C) DEFECTS WILL BE CORRECTED.

11. INDEMNIFICATION. Licensee agrees to defend, indemnify and hold ToolbarStudio and its Affiliates and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever (including attorney fees) arising out of or

based upon the use, modification or distribution of the Package and/or any Support Services by Licensee.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL TOOLBARSTUDIO, ITS AFFILIATES AND/OR ITS OR THEIR LICENSORS BE LIABLE FOR ANY DIRECT AND/OR INDIRECT DAMAGES SUFFERED AS A RESULT OF DOWNLOADING, INSTALLING, USING OR DISTRIBUTING THE PACKAGE, OR ARISING OUT OF ANY SUPPORT SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF ECONOMIC ADVANTAGE, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF LICENSEE'S USE OR DISTRIBUTION OF ANY PORTION OF THE PACKAGE OR ANY SUPPORT SERVICES, OR THE PRODUCTION, SUPPLYING, OR FAILURE OR DELAY IN SUPPLYING OF THE PACKAGE OR SUPPORT SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, EVEN IF TOOLBARSTUDIO, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE LICENSORS HAVE BEEN ADVISED OF OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TOOLBARSTUDIO, ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS' LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE FEES PAID BY LICENSEE FOR THE PACKAGE AND SUPPORT SERVICES. LICENSEE HAS SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE PACKAGE.

13. FORCE MAJEURE. ToolbarStudio shall not be in default hereunder by reason of its delay in the performance of or failure to perform, in whole or in part, any of its obligations hereunder if such delay or failure resulted from acts of nature, fire, or other catastrophe; enemy, hostile governmental or terrorist action; electrical, power or mechanical failure or other communication failure; work stoppage; delays or failure to act of any carrier or agent; direction or effect of an order from a court or government agency or body; or any other such cause beyond ToolbarStudio's reasonable control.

14. GENERAL TERMS.

14.1. Assignment. Licensee may not assign or otherwise transfer this Agreement or its rights or obligations under this Agreement (by operation of law or otherwise) without the prior written consent of ToolbarStudio. Any prohibited assignment shall be considered null and void. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives.

14.2. Waiver. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom it is sought to enforce the waiver, amendment or modification. A single waiver by a party shall not act as, nor shall it be deemed to constitute, an ongoing waiver of the same provision.

14.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written construed, and enforced as so limited.

14.4. Entire Agreement. This Agreement constitutes the entire understanding and agreement between ToolbarStudio and Licensee with respect to subject matter hereof and supersedes all prior or contemporaneous representations and agreements or other communications with respect to such subject matter. Licensee acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any purchase order or other instrument submitted by Licensee. Any modification, amendment or other change to this Agreement must be in writing and signed by ToolbarStudio and Licensee.

14.5. Survival. Sections 2, 7 and any provision herein which is clearly intended to survive shall survive any expiration or termination of this Agreement.

14.6. Governing Law. This Agreement shall be construed in accordance with the laws of the Virginia without regard to conflicts of law principles.

Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in Alexandria, Virginia and both parties hereby consent to such jurisdiction and venue for this purpose. In any such action, suit or proceeding, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with that action, suit or proceeding, in addition to any other relief to which such party may be entitled.

14.7. No Agency; Independent Contractors. Nothing contained in this Agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint ventures or partners for any purpose.

Licensor: ToolbarStudio Inc.

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