

InetSolution, Inc.® MemberProtect® License Agreement

IMPORTANT: READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY INSTALLING THE MEMBERPROTECT SOFTWARE PROGRAM (THE "PROGRAM") YOU ACKNOWLEDGE THAT YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN. THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE LEGAL AGREEMENT BETWEEN YOU AND INETSOLUTION, INC. ("INETSOLUTION") CONCERNING THE PROPRIETARY MEMBERPROTECT® SOFTWARE PROGRAM AND ANY ACCOMPANYING DOCUMENTATION (THE "DOCUMENTATION").

1. **DEFINITIONS.** The Program will be defined as the DLL of the MemberProtect software application, including all additional programming code, compiled or otherwise, provided by InetSolution. It may also include the MemberProtect Data Access component, if purchased.

An Application will be defined as a single instance of a computer program, such as a website, service or console program into which MemberProtect will be installed, embedded or integrated on any computer, physical, virtual or otherwise, with the MemberProtect database residing on either the same computer, or a single separate physical or virtual computer or group of computers that operate from an outside perspective as a single computer (commonly referred to as a database cluster).

A Production Application will be a website, service, console application or similar computer program installed and published to fulfill the purpose of making the Application accessible to its intended audience such as Customer's customers, potential customers, employees, anonymous internet users or any other person or software program.

A Development Application will be defined as a website, service, console application or similar computer program installed privately for the purpose of performing customization, modification, design, or for pre-loading data, including but not limited to, roles, organizations, privileges, transactions and users.

A Staging Application will be defined as a website, service, console application or similar computer program installed and published solely for the purpose of testing changes to the Application or data used by the Application prior to publishing those changes to the Production Application.

A MemberProtect User will be defined as a record that exists in the MemberProtect database table that stores user ID information.

2. **GRANT OF LICENSE.** InetSolution grants you a non-exclusive, non-transferrable, non-sub-licensable, worldwide right to use the Program to develop and deploy:

One (1) development website, application, service, computer program or similar software that may be accessed via a 'localhost' URL, if a web application, or via a single physical or virtual computer in the case of a service, application or similar single user computer program. The Development Application may reside on multiple computers.

One (1) staging website, application, service, computer program or similar software that may be accessed via a single named URL selected at the time of purchase

One (1) production website, application, service, computer program or similar software that may be accessed via a single named URL selected at the time of purchase

per license purchased. By way of example, consider a Customer is developing a website called www.ABigBank.Com, and staging will be performed at test.ABigBank.com. The license allows Customer to access the Development Application on the Localhost URL, such as <http://localhost/ABigBank/> locally on the computers on which programming activities will occur. The license allows the Customer and its MemberProtect Users to access the Staging Application by the <http://test.ABigBank.com> URL. The license allows the Customer and its MemberProtect Users to access the Production Application by the <http://www.ABigBank.com> URL. If the Customer or its MemberProtect Users requires access to the Production Application by a different URL, such as <http://www2.ABigBank.com> or <http://www.AnotherBigBank.com>, then the Customer must purchase an additional license. Similarly, if the Customer and its MemberProtect Users requires access to the Staging Application by the <http://staging.ABigBank.com> URL, then the Customer must purchase an additional license.

Customer must also take all commercially reasonable steps to prevent unauthorized use or duplication of the MemberProtect Program. You may transfer the Program from one computer to another for disaster recovery purposes only, so long as you do not use both the primary and disaster recovery applications simultaneously. You may not view or share the source code, reverse-engineer, disassemble, decompile or attempt any of the above actions with the Program for any purpose. You may copy the Documentation for your own use. You may make a single backup copy of the MemberProtect program files.

The Lite Edition License allows up to 3 concurrent MemberProtect Users to access a single instance of the application.

The Standard Edition License allows up to 1,000 concurrent MemberProtect Users to access a single instance of the application.

The Enterprise Edition License allows unlimited concurrent MemberProtect Users to access a single instance of the application.

3. **OWNERSHIP.** The Program is a proprietary product of InetSolution, and is protected under U.S. copyright law and international treaties. Any integration or embedded use of the Program made by you in accordance with this Agreement shall contain InetSolution's copyright notices. All intellectual property rights in and to the Program are retained by InetSolution. InetSolution® and MemberProtect® are trademarks of InetSolution, Inc. Unauthorized copying of the Program or accompanying materials, even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. Customer may make one copy of the Program solely for backup and disaster recovery purposes provided all proper legal notices are reproduced in their entirety and stored with the backup copy. The Program may not be redistributed by itself or as integrated or embedded in any application without prior written consent by InetSolution. InetSolution reserves all rights not specifically granted to Licensee.

The Program and documentation are licensed, not sold, to you. You may not rent, lease, display or distribute copies of the Program to others except under the conditions of this Agreement.

4. **REGISTRATION.** During registration and use of this Program, certain diagnostic information may be transmitted to InetSolution. The following information is collected: License ID, Computer name, Domain name, Time Zone, OS Version, Locale Id, Source IP Address, errors, CPU Count and MemberProtect User Count. The transmitted information is kept confidential and is used for license tracking and compliance purposes only.
5. **LICENSE KEYS.** Customer will be permitted to generate one (1) license key for a single domain name, IP address, or host/computer name for each Application allowed under this license. Using MemberProtect in any application without a valid license key, or accessed via domain, IP Address, or host/computer name other than that for which the license key was generated is prohibited and a violation of the terms of this agreement. Customer may not decrypt, disassemble, reverse-engineer, decompile or alter the license files in any way. Customer may create one copy of the license key files for backup and disaster recovery purposes only.

Customer will not be permitted to generate additional license keys other than those provided for specifically in this license agreement without the purchase of one or more additional or supplementary licenses.

Without prior express written consent from Company, Customer is strictly prohibited from making any modifications to the Program or any website, application, service, computer program or similar software in which the Program is used that would in any manner interfere with, circumvent, or modify the Program's licensing mechanisms and restrictions. This includes, but is not limited to, any modifications that would allow an Application to operate on domain names other than those for which the Application has valid license keys for, modifications that hide, obscure, or prevent the display of text stating that the Application is not properly licensed, or modifications that would cause the Program, either in functionality or appearance, to operate or be perceived to operate in a manner that would create separate physical or logical

Applications from a single licensed installation. Customers deemed to be in violation of this section at the sole discretion of Company will be required to immediately purchase any additional licenses required to comply with this Agreement.

6. SERVER FARMS, FAILOVER and LOAD BALANCING. Customer is permitted to deploy the software in an environment which enables multiple servers to publish or host a single Application for redundancy or performance reasons (commonly referred to as load balancing or server farms).
7. TERM. This Agreement is effective upon your indicating your assent to its terms and conditions in the manner specified above and shall continue until terminated. You may terminate this Agreement at any time by deleting all copies of the Program and Documentation, and any portions thereof, from the computer or network server on which they are installed and destroying all such copies. InetSolution may terminate this Agreement if you breach any term of this Agreement. You will delete and destroy all existing copies of the Program and Documentation, and any portions thereof, on termination of this Agreement.
8. TECHNICAL SUPPORT. Company offers upgrades and technical support for purchase. Program upgrades are available to Customers with a valid, non-expired Upgrade Assurance subscription. These updates may not be used to increase the licensed number of versions or copies of the Program. The Customer agrees not to use or transfer any prior versions, but to destroy or archive the prior versions.

Additionally, Company provides five (5) free forum-based technical support incidents for each licensed Software product purchased by Customer which may be used within 30 days of the date of this Agreement. Company shall have no obligations to provide support to any individual or party other than the Customer by virtue of this Agreement.

Technical support staff will not be responsible for configuring or installing prerequisites such as Microsoft SQL Server, IIS, or Microsoft ASP.NET or any other prerequisite required for the Program to function. Customer is solely responsible for reviewing and securing any Applications in which Program is installed, integrated or otherwise used in. Company is not responsible under any circumstances for problems resultant from Company's technical support of the Program or performance of technical support related to the Program. Customer is solely responsible for ensuring that adequate disaster recovery plans and procedures are in place. Company reserves the right to refuse performance of technical support should Company's staff feel that performance of such tasks could interfere with or impact the operation of the computer or other applications running on that computer, and Customer's sole remedy for such refusal, at Company's sole option, would be the refund of any fees paid specifically for the tasks which have been refused.

MemberProtect is a robust security, authentication and data management program, not a "WYSIWYG" application. Our Program is designed for use by professional developers, and

therefore usually requires some technical expertise to setup, operate and maintain database, web, and other hardware servers. Furthermore, expertise in at least basic programming and the Asp.Net development platform is necessary. While we believe our solution works very well, if you do not have this expertise, please consider working with a professional Asp.Net web developer or Information Technology specialist who can assist you with the setup, deployment, maintenance and operations of your Application on an ongoing basis.

Technical support, under the terms of a separate support agreement, is limited to questions directly related to the Program, its setup, operation, and product features. Company DOES NOT provide support for day to day operational issues directly with, or on behalf of, Customers or developers. Company does not provide general IT services such as dedicated server setup and management, database or web server maintenance and backup, virus protection and/or updates, firewall maintenance, or other related hardware/software operations and maintenance even if such operation and maintenance is directly related to the installation and use of the Program. The Program requires the use of certain third party components such as Microsoft Windows, Microsoft SQL Server, Internet Information Services, and the Microsoft ASP.NET framework. Company does not provide support or assistance with these components in any manner, and use of any third-party component is pursuant to a separate license agreement directly between the Customer and such third-party component's vendor.

Company's technical support staff does not provide assistance with general internet related services such as hosting, domain name registration, domain name server (DNS) configuration, or Secure Socket Layer (SSL) certificate installation and maintenance. These services are generally provided by a hosting services provider or IT professional.

9. LIMITED WARRANTY. InetSolution warrants that for a period of thirty (30) days from delivery (the "Warranty Period") the Program shall be free from defects in the media on which it is provided. InetSolution does not warrant that your use of the Program will be uninterrupted or error free. If, during the Warranty Period, the Program does not meet this limited warranty, you may contact InetSolution and InetSolution shall, at its option, either replace the Program or refund your purchase price. The foregoing constitutes your sole and exclusive remedy for breach by InetSolution of any warranties (express or implied) made under this Agreement. This limited warranty is void if failure of the Program has resulted from accident, abuse, or misapplication. Any replacement Program will be warranted for thirty (30) days from your date of receipt.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE PROGRAM AND THE DOCUMENTATION ARE LICENSED "AS IS," AND INETSOLUTION DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations and exclusions may not apply to you. This

warranty gives you specific legal rights, and you may also have other rights which vary from state to state. For warranty claims, contact InetSolution at the email or post addresses set forth below.

10. **LIMITATION OF LIABILITY.** InetSolution's and its suppliers' cumulative liability to you and all other parties arising out of or relating to this Agreement shall not exceed the license fee paid by you to InetSolution for the use of the Program. Neither InetSolution nor its suppliers shall be liable for any indirect, special, incidental or consequential damages or similar damages, including lost profits or lost data arising out of the use or inability to use the Program, even if InetSolution has been advised of the possibility of such damages. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
11. **U.S. GOVERNMENT LICENSES.** The Program and the Documentation are provided with restricted and limited rights for purposes of government contracting and subcontracting. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph 252.227-7013©(1)(ii) (Rights in Technical Data and Computer Software) of the Department of Defense Federal Acquisition Regulations Supplement or Subparagraphs 52.227-19©(1) and ©(2) Commercial Computer Software - Restricted Rights) of Title 48 of the Code of Federal Regulations, as applicable. Contractor/manufacturer is InetSolution, Inc., PO Box 656, Almont, MI 48003 USA.
12. **EXPORT ASSURANCES.** You may not download or otherwise export or re-export the Program or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations, including without limitation, the United States Export Administration Act, the Trading With the Enemy Act, the International Emergency Economic Powers Act and any regulations thereunder. Any transfer of technical data outside the United States by any means, including the Internet, is an export that is subject to export control requirements under US law.

The Program may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident, wherever located, of) Cuba, Libya, Bosnian Serb-occupied portions of Bosnia and Herzegovina, North Korea, Iran, Iraq, Angola, Syria or any other country to which the US prohibits exports of goods or technical data; or (ii) to anyone on the US Treasury Department's Specially Designated Nationals List or the Table of Denial Orders issued by the Department of Commerce.

By downloading or using the Program, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list or table.

13. **ASSIGNMENT.** You may assign your rights under this Agreement to another party if the other party agrees to accept the terms of this Agreement, and you either transfer all copies of the Program and the Documentation, whether in printed or machine-readable form (including the original), to the other party, or you destroy any copies not transferred. Before such a transfer, you must deliver a hard copy of this Agreement (which is available on InetSolution' Web site) to the recipient.

14. **RETURNS.** All sales of Program are final. Upon Customer placing an order for the Program, Company will review the order and send an email containing download instructions to Customer, and Customer will also simultaneously have access to software on the MemberProtect license management web page. No refund or order cancellation requests will be accepted once Company has sent the email containing download instructions to Customer. Customer acknowledges that Company cannot be responsible for lost or misdirected emails, or emails deleted or made inaccessible by anti-virus, spam filtering, or mail client software.

15. **GOVERNING LAW.** This Agreement shall be governed by the substantive laws of the Commonwealth of Michigan and US federal law. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.