



MASTER END USER SOFTWARE LICENSE AGREEMENT

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1. License Grant

1.1 Grant

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E-NABLER hereby grants you a limited, non-transferable and non exclusive license to access and use the Service (as hereinafter defined), as further limited in Section 1.2 of this License Agreement. Such to access and/or use of the Service (as hereinafter defined) shall be through the permitted and licensed use of Software (as hereinafter defined) or through the computer programs and mechanisms that comprise the Service (as hereinafter defined) itself subject to Section 1.2 of this License Agreement. No other rights, implied or implicit, are granted to you. The extent of the license is limited by this License Agreement. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service (as hereinafter defined) provided by E-NABLER, in the manner permitted by this License Agreement.

The Software and Service is licensed on a monthly subscription basis. Other than the trial period (if applicable), you are required to pay the monthly subscription fees on a timely manner in order for the Software and Service be available to you and its data. Also, you have to comply with Intuit payment collection requirement and practices.

You agree to only use the Software (as hereinafter defined) and/or the Service (as hereinafter defined) for the purposes permitted under this License Agreement. Your breach of any of the terms contained in this License Agreement or payment default shall be deemed a breach of this License Agreement.

The Software is not sold. This is a license agreement and not an agreement for sale.

You license E-NABLER to use any material and content you submit to E-NABLER in order for E-NABLER to be able to provide you the Software (as hereinafter defined) and/or the Service (as hereinafter defined). Such license from you to E-NABLER for the material and content submitted shall be non-transferable, non-exclusive, fully paid-up, and royalty free.

1.2. Permitted Uses and Restrictions on Use

The Software shall comprise and be defined as only those of the following products selected by you (as limited in Section 1.1), if any, in the Payment Agreement: eMobilePOS Pro Software, eMobilePOS Enterprise Software, eMobilePOS for QuickBooks, eMobilePOS for Peachtree, eMobileService Pro Software, eMobileService Enterprise Software, eMobileService for QuickBooks, and/or eMobilePay for QuickBooks. If the Software is designed for use with the Service (as hereinafter defined), you are limited to use such Software functions designed for use with the Service (as hereinafter defined) with the Service (as hereinafter defined) only; provided you possess a valid license from E-NABLER for the Service (as hereinafter defined). If you do not possess a valid license from E-NABLER for the Service (as hereinafter defined), you may not use the Software functions that would benefit, interact, and/or operate with or through the Service (as hereinafter defined).

The Service shall comprise and be defined as only those of the following services selected by you (as limited in Section 1.1), if any, in the Payment Agreement: eMobilePOS Interactive BackOffice, e-NABLER eMobileService Interactive BackOffice, and/or eMobileService Interactive BackOffice.

You may not use the Software nor the Service until you have read and accepted all of the terms and conditions in this License Agreement by checking the “I accept” checkbox and clicking the “Finish” button or by checking the check box of the “i have read and agree to the end-user license agreement and the privacy policy” within the intuit app center sign up page for this software and service. In order to use the Software and/or the Service, you are responsible, at your own expense, to access to the World Wide Web, either directly or through devices that access web-based content and pay any fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer, a mobile computer or PDA and/or other access devices. You shall not attempt to access any other of E-NABLER’s systems, programs or data that are not made available for public use or you are not explicitly authorized to do so.

You will access the Service only through the Software or through the mechanisms provided by the Service itself. You agree that you will not: (a) reverse engineer, disassemble or decompile the Software nor the Service; (b) assign, sublicense, transfer, give, disclose, pledge, lease, copy, reproduce, duplicate, sell, trade, resell, rent or share any portion of the Software, the Service, and/or your license or your rights under this License Agreement; (c) modify or prepare derivative works of the Software or the Service; or (d) use the Software or the Service or any other E-NABLER software, service, product, or content in a competing business. You agree to keep confidential and use your best efforts to prevent and protect the Software and Service from

unauthorized disclosure or use. The Service supports users whose principle place of business is in Canada, the United States of America and U.S. Territories, Caribbean, Central and South America. The license and rights granted here in this License Agreement by E-NABLER to you are nonexclusive and nontransferable.

2. Registration and Use

2.1 Your Registration Obligations

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Software's and/or the Service's registration form(s) (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or E-NABLER has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, E-NABLER may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

2.2 Acceptable Use Policy

By submitting any data, material and/or content to E-NABLER, and/or submitting any data, material and/or content through the Software and/or to the Service, you warrant that: (i) you are the owner of such data, material and/or content, or have been granted all the rights necessary from the owner of such data, material and/or content to submit such data, material and/or content to E-NABLER, and (ii) the use of such data, material and/or content by E-NABLER and its members will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party. You agree to not knowingly use the Software or the Service to:

- A. impersonate any person or entity, including, but not limited to, an E-NABLER official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- B. interfere with or disrupt the Software and/or the Service or servers or networks connected to the Software and/or Service;
- C. violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange; and/or
- D. incite or provide instructional information about illegal activities. You represent and warrant to E-NABLER that your use and access of the Software and/or the Service will at all times comply with this License Agreement and all applicable law rules and regulations.

3. Access, Passwords and Security

You may designate users of the Software and the Service up to the number of users designated in your account under the Payment Agreement which corresponds to the level of Service you are receiving from E-NABLER, and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your access number(s), password(s), and account number(s). You will be responsible for all electronic communications,

including account registration and other account holder information, email and financial, accounting and other data (“Electronic Communications”) entered through or under your access number(s), password(s) or account number(s). E-NABLER will act as though any Electronic Communications it receives under your access number(s), password(s) or account numbers(s) were sent by you. You agree to notify E-NABLER immediately if you become aware of any loss or theft or unauthorized use of any of your access number(s), password(s) and/or account number(s).

4. General Practices Regarding Use, Storage and Service Access

You acknowledge that E-NABLER may establish from time to time general practices and limits concerning use of the Software or the Service, including without limitation, establishing the maximum amount of storage space you have on the Service at any time, as well as limiting the number of times (and the maximum duration for which) you may access the Service in a given period of time. As a condition of use for this Service, you agree that, in the event of an error with the Software or the Service, a technician shall be permitted to access your data as necessary to resolve the problem. You acknowledge that E-NABLER reserves the right to change these general practices and limits at any time, in its sole discretion, upon written notice.

5. Consumer Information and Privacy

5.1 Privacy

We protect the confidentiality and security of your personal information by using security safeguards, coupled with security procedures to protect your information from loss, misuse or unauthorized alteration. Our employees are trained and required to safeguard your information and, using physical, electronic and procedural safeguards, we restrict access to personal information to those employees and agents for business purposes only. We do not sell or rent your personal information to anyone. We do not share your personal information with third parties for their promotional use. Sometimes, we enter into contracts with third parties so that they can assist us in servicing you that prohibit the use of any of your personal information for their own purposes, and they are required to maintain the confidentiality of the information we provide to them. We may disclose or report personal information in limited circumstances where we believe in good faith that disclosure is required under the law. For example, we may be required to disclose personal information to cooperate with regulators or law enforcement agencies, to comply with a legal process such as court order, subpoena, search warrant, or law enforcement request. We may use a variety of technologies on our Web site such as cookies, a piece of information that our Web sites provide to your browser when you visit our sites. Cookies allow us to track overall site usage. Cookies also allow us to make your visit to our Web site easier by recognizing you when you return and helping to provide you with a customized service.

5.2 Healthcare Information

You acknowledge and agree that the Software, the Service, related services, and content are not “HIPAA-ready” or “HIPAA-compliant” and will not assist with or ensure compliance with HIPAA, and that you are solely responsible for using the Software, the Service, related services and content in a manner consistent with all applicable federal and state privacy laws relating to medical or health information, if applicable to you.

5.3 Confidentiality

5.3.1

You acknowledge that confidential and proprietary information (“Confidential Information”) of E-NABLER is contained and forms part of the Software, the Service and their corresponding documentation and know how. As such, E-NABLER is willing to share such Confidential Information provided that the Confidential Information is safeguarded and not disclosed nor improperly used. For purposes of this License Agreement, Confidential Information will mean all confidential or proprietary data, information, know how and documentation not generally known to the public and any and all tangible embodiments thereof, including but not limited to, that which relates to finances, agreements, intellectual property, products, services, technology, systems, suppliers, clients marketing, engineering, research, operations, pricing, licenses and copies or portions thereof, whether or not disclosed or designated as proprietary, confidential or otherwise.

5.3.2

You agree to protect and hold all Confidential Information in strict confidence and to take all reasonable steps necessary to protect the Confidential Information from unauthorized and/or inadvertent disclosure. Unless in receipt of specific written authorization from E-NABLER, you will not: (a) use any of the Confidential Information for any purpose other than to perform your obligations under this License Agreement and/or Payment Agreement for which the Confidential Information is being disclosed; (b) disclose any of the Confidential Information other than to your employees, officers, directors, consultants, or agents (collectively “Representatives”) who have a reasonable need-to-know to perform their duties under this License Agreement, and only to do so when the Representatives have agreed to be bound by the confidentiality provisions of this License Agreement; (c) reproduce the Confidential Information for any purpose; nor (d) remove any proprietary rights legends from the Confidential Information.

5.3.3

In the event of any court order or legal action requiring the disclosure of Confidential Information, you agree to give immediate verbal and written notification of the order or action to E-NABLER, and to the extent allowable under the law and at the expense of E-NABLER, hold the Confidential Information while E-NABLER seeks a protective order. Upon the request of E-NABLER, you will promptly return or destroy all Confidential Information belonging to E-NABLER, including all copies thereof. Furthermore, you agree and acknowledge that any violation of your obligations of confidentiality herein will result in irreparable injury to E-NABLER and that, in addition to any other remedies that may be available, in law, at equity or

otherwise, E-NABLER will be entitled to seek injunctive relief against the threatened breach of this obligation, or the continuation of any such breach, without the necessity of proving actual damages or posting a bond or any other security.

6. Modifications to the Service or Agreements

6.1 Modifications to the Service

E-NABLER reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) at reasonable notice to you. Should E-NABLER discontinue the Service, for any other reason than your account being in payment default status or breach of this License Agreement, you shall have no further obligations under this License Agreement. E-NABLER may specify from time to time the version(s) of related products, including but not limited to the Software and the Service, required in order to use the Software and/or Service (e.g. supported browser versions).

6.2 Modifications to this License Agreement

You agree that E-NABLER may modify this License Agreement and/or the Payment Agreement if necessary to comply with any other agreements that E-NABLER is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. Your continued use of the Software and/or the Service shall constitute your acceptance of the License Agreement and/or the Payment Agreement with the given modifications. If you do not agree to any of such changes, you may terminate this License Agreement and immediately cease all access and use of the Software and/or the Service, or the certain parts or products of the Software and/or the Service involved in the modifications, with a corresponding reduction in fees associated with such parts of the Software and/or Service.

7. Service Levels

7.1 Availability of the Service

The Service system is designed to be available 365 days a year and 24 hours a day, apart from circumstances beyond E-NABLER's control or planned maintenance times. E-NABLER shall maintain the Service quality in accordance with applicable industry standards, governmental regulations and sound business practices.

7.2 Maintenance Time

These shall be published at 48 hours in advance to all clients. As far as possible, maintenance times shall be synchronized and shall fall during 10:00 PM – 6:00 AM AST. Service availability shall be calculated on the basis of the scheduled service time (which excludes any scheduled maintenance events).

7.3 Staffed Periods

Staffed periods are from 9:00 AM – 6:00 PM AST on weekdays. However, the following weekdays are non-staffed periods: Christmas Day

New Year's Day

Three Kings Day

Good Friday

Thanksgiving Day

7.4 Backup Of Data

You agree E-NABLER is not selling you backup systems, disaster recovery methods or procedures. However, E-NABLER has various methods of data backup systems like handheld computer data backup processes, computer hard disk mirroring, computer hard disk to tape backup processes, power backup equipment and hardware redundancy systems. If you or E-NABLER detect an event of data loss or corruption, E-NABLER will provide you with reasonable access to such contingency and disaster recovery methods.

7.5 Interruption Credit Allowance

E-NABLER will give you a credit allowance when service is interrupted due to circumstances directly under E-NABLER control. Scheduled maintenance events will not accrue time in favor of the interruption credit allowance. A creditable interruption period begins when the CUSTOMER reports an interruption of the service to a designated E-NABLER service representative according to the following credit allowance schedule:

Interruption Length / Credit

20 min. – 2 hrs. 59 min. 1/10 day

3 hrs. – 5 hrs. 59 min. 1/5 day

6 hrs. – 8 hrs. 59 min. 2/5 day

9 hrs. – 11 hrs. 59 min. 3/5 day

12 hrs. – 14 hrs. 59 min. 4/5 day

15 hrs. – 24 hrs, One (1) day

8. Fees

You agree to pay the then-current fees associated with the Software and Service and as required by Intuit. E-NABLER reserves the right to modify its fees with 60 (sixty) days written notice.

9. Termination

You acknowledge and agree that E-NABLER may suspend or terminate your account and/or the license to the Software and/or the Service and/or deny you access to, use of, or submission of content for, all or part of the Service, without prior notice, if you engage in any conduct that E-NABLER believes, in its sole discretion: (a) violates any term or provision of this License Agreement or the Payment Agreement, (b) violates the rights of E-NABLER or third parties, (c) or is otherwise inappropriate for continued access and use of the Service. In addition, E-NABLER reserves the right to terminate inactive membership accounts. An inactive account is

one that is unpaid for two (2) consecutive billing periods. You agree that upon termination, after giving written notice and an opportunity to access and/or archive such data, we may delete all files and information related to your account and may bar your access to your account, the Software, and/or the Service. Further, you agree that E-NABLER shall not be liable to you or any third-party for any termination of your access to the Service and its data if it is ultimately determined that you were in fact in breach of this License Agreement or in payment default.

In any case, E-NABLER will retain all fees paid by you up to the moment of termination. After termination, fees and penalties will be paid according and pursuant to e-Nabler and/or Intuit payment collection practices.

E-NABLER can terminate this License Agreement for any reason and without cause as provided above.

10. Links

The Service may provide links to other World Wide Web sites or resources. You acknowledge and agree that E-NABLER is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that E-NABLER shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

11. E-NABLER Proprietary Rights

You acknowledge and agree that the Software and the Service contain proprietary and confidential information of E-NABLER that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information that may have been presented to you through the Software and/or the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. All worldwide Intellectual Property Rights that are embodied in or related to the Software and/or the Service are, and at all times shall remain, the sole and exclusive property of E-NABLER, whether or not specifically recognized or protected under local laws. For purposes of this License Agreement, the term "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights. You may not delete, remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice or product identifications placed by E-NABLER on or in E-NABLER's Products or in E-NABLER's Service. The logos, product names, software, manuals, documentation, and other support materials are either copyrighted, trademarked, or owned by E-NABLER as trade secrets and/or proprietary information or intellectual property. E-NABLER retains exclusive ownership of the Software, the Service and all documentation and other printed materials, and as such, E-NABLER owns all right, title and interest in the Software and the Service, including, but not limited to, the entire exclusive

copyright and all other intellectual property rights, all rights of commercialization, rental or sale of the Software and the Service or any part thereof, all rights to make derivative works of the Software and the Service, and all rights to distribute the Software and the Service and copies thereof.

12. No Resale, Etc. of the Service

You agree not to copy, sell, resell, rent or sublicense (including offering the Software and/or the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Software and/or the Service, use of the Software and/or the Service, or access to the Software and/or the Service. You agree not to access the Software and/or the Service by any means other than through the interface that is provided by E-NABLER for use in accessing the Software and/or the Service.

13. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SOFTWARE AND/OR THE SERVICE IS AT YOUR SOLE RISK. THE SOFTWARE AND/OR THE SERVICE ARE/IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY LIABILITY TO E-NABLER, INCLUDING WITHOUT LIMITATION, NO LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT IT WILL MEET YOUR REQUIREMENTS. E-NABLER DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTINATED IN THE SOFTWARE AND/OR THE SERVICE. E-NABLER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHERMORE, E-NABLER DOES NOT MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO LOSS OR CORRUPTION OF DATA, LOSS OR DAMAGE TO EQUIPMENT AND/OR SOFTWARE, SYSTEM RESPONSE TIMES, TELECOMUNICATION LINES OR OTHER COMMUNICATION DEVICES, QUALITY, AVAILABILITY, RELIABILITY, SECURITY ACCESS DELAYS or access interruptions, nor computer viruses, bugs or errors. E-NABLER does not make any warranties that the Software and/or the Service will not be interrupted or error free or as to the results that may be obtained from the use of the Software and/or the Service and E-NABLER assumes no responsibility. E-NABLER, its affiliates, and their respective representatives are not liable, and expressly disclaims any liability for the content of any data transferred either to or from YOU or stored by YOU via the software AND/OR THE SERVICE. no oral advice or written information given by E-NABLER representatives will create a warranty; nor may YOU rely on any such information or advice.
- b. E-NABLER AND ITS SUPPLIERS MAKE NO WARRANTY THAT (1) THE SOFTWARE AND/OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (2) THE SOFTWARE AND/OR THE SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE AND/OR THE SERVICE WILL BE ACCURATE OR RELIABLE. E-NABLER AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF THIS LICENSE AGREEMENT AND THE PAYMENT AGREEMENT OR THE SOFTWARE AND/OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. E-NABLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE AND/OR THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SOFTWARE AND/OR THE SERVICE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE AND/OR THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM E-NABLER OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS LICENSE AGREEMENT.

14. Representations and Warranties

You represent and warrant that your use (as licensed under this License Agreement) of the Software and/or the Service does not directly or indirectly infringe the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

You hereby represent and warrant to E-NABLER as follows: (a) that you have full authority, power and capacity to enter into this License Agreement and the Payment Agreement and perform your obligations hereunder; (b) that this License Agreement and the Payment Agreement constitute the valid and binding obligations enforceable against you in accordance with their terms, except: (1) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (2) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and (c) the execution, delivery and performance by you of this License Agreement and the Payment Agreement: (1) does not and will not violate any laws, rules or regulations of the United States or any state or other jurisdiction applicable to you,

or require you to obtain any approval, consent or waiver of, or to make any filing with, any person that has not been obtained or made; and (2) does not and will not result in a breach of, constitute a default under, accelerate any obligation under or give rise to a right of termination of any indenture or loan or credit agreement or any other material agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which you are a party or by which your property is bound or affected, or result in the creation or imposition of any mortgage, pledge, lien, security interest or other charge or encumbrance on any of your assets or properties.

15. Limitation of Liability

A.E-NABLER shall interpose its best effort to maintain a continuous and uninterrupted service. However, interruption of the service may occur due to circumstances beyond its control including but not limited to commercial power blackouts and commercial telecommunication failures. E-NABLER shall not be liable to you for any claims, damages, losses or expenses arising out of E-NABLER's failure to perform the data processing and transfer services, or provide the Service, if such failure is due in whole or in part to war, fire, explosion, flood, accident, riot, act of governmental authority, act of terrorism, act of God, labor strike, failure of communications, equipment malfunctions, other civil disturbance or other contingency beyond E-NABLER's control.

B.YOU EXPRESSLY UNDERSTAND AND AGREE THAT E-NABLER, ITS EMPLOYEES, CONTRACTORS, SUPPLIERS, AGENTS, ASSIGNEES, STOCKHOLDERS, DIRECTORS, OFFICERS AND/OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOST ROYALTIES, LOST DATA OR OTHER INTANGIBLE LOSSES (EVEN IF E-NABLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, EQUIPMENT OR SERVICES, OR ANY OTHER BUSINESS OR OTHER ECONOMIC LOSS ARISING FROM OR RELATED TO: (1) THE SOFTWARE, (2) THE SERVICE (3) THIS LICENSE AGREEMENT OR THE PAYMENT AGREEMENT OR THEIR PERFORMANCE OR BREACH, (4) ANY EQUIPMENT OR SOFTWARE NOT PROVIDED BY E-NABLER, (5) ANY SERVICES, INCIDENTAL OR OTHERWISE, PROVIDED BY THIRD PARTIES, (6) THE USE OR THE INABILITY TO USE THE SERVICE, (7) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE, (8) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (9) ANY OTHER MATTER RELATING TO THE SERVICE, (10) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, AND/OR (11) ANY THIRD PARTY CLAIM: (I) WHETHER FOR, AMONG OTHER THINGS, E-NABLER'S NEGLIGENCE OR MISCONDUCT, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM; (II) WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT

LIABILITY); (III) WHETHER OR NOT FORESEEABLE; AND (IV) WHETHER OR NOT E-NABLER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

C. YOU ALSO AGREE THAT E-NABLER WILL NOT BE LIABLE FOR ANY (1) INTERRUPTION OF BUSINESS, (2) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEB SITE(S) YOU ACCESS THROUGH THE SERVICE; (3) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (4) EVENTS BEYOND E-NABLER'S REASONABLE CONTROL;

D. IN NO EVENT WILL E-NABLER'S TOTAL LIABILITY TO YOU IN ANY ACTION, WHETHER IN CONTRACT OR TORT, EXCEED THE AMOUNT ACTUALLY PAID TO E-NABLER UNDER THIS LICENSE AGREEMENT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY LIMITED REMEDY PROVIDED HEREIN. YOU HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE YOU OF AN ADEQUATE REMEDY OR CAUSE THIS LICENSE AGREEMENT OR THE PAYMENT AGREEMENT TO FAIL OF THEIR ESSENTIAL PURPOSE. The foregoing sets forth your exclusive remedy for breach of this License Agreement and the Payment Agreement by E-NABLER. The provisions of this section allocate the risks between E-NABLER and you and E-NABLER's pricing reflects the allocation of risk and limitation of liability specified herein.

E. You hereby agree to indemnify, defend, protect and hold harmless E-NABLER, its affiliates and their respective Representatives, suppliers, Third Party information providers, sub-contractors and permitted assigns, and successors in interest (collectively the "E-NABLER Indemnatee") from and against any losses incurred or suffered by, or asserted against, such E-NABLER Indemnatee directly or indirectly in relation to or arising from: (1) any breach of this License Agreement or the Payment Agreement by you; (2) any claim brought by any Third Party against an E-NABLER Indemnatee based on your use of the Software and/or the Service; (3) E-NABLER's compliance with your specifications or instructions; (4) the use of the Internet or the placement or transmission of any materials on the Internet by you; (5) claims for infringement of any Third Party intellectual property rights, arising from the use of any services or systems not provided by E-NABLER; (6) E-NABLER's use of intellectual property or data supplied by you; and (7) your acts or omissions in connection with the installation, maintenance, presence, use or removal of equipment (such as computers, computer hardware, or any components thereof which comprise a computer) or software not provided by E-NABLER, as well as for damage to, or loss of use of property of Third Parties and/or injury or death of any person to the extent that such damage, injury or death is caused by your negligent act or omission in connection with your performance under this License Agreement.

16. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 AND 15 MAY NOT APPLY TO YOU.

17. Survival

All representations, warranties and Sections 5.3, 9, 11, 12, 13, 14, 15, 16, and 17 in this License Agreement shall survive the termination of this License Agreement.

APPENDIX A

Acceptable Use Policy

1. Responsibility for Content

You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not E-NABLER, are entirely responsible for all Content that you upload or otherwise transmit via the Software and/or the Service. E-NABLER does not control the Content uploaded or otherwise transmitted by you or other customers via the Software and/or the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. In this Acceptable Use Policy (this “Policy”), “Content” means information, data, text (including but not limited to names of files, databases, directories and groups of the same), software, music, sound, photographs, graphics, video, messages or other materials; and “Services” means the services and/or facilities that E-NABLER provides to you, for example by subscription or by means of an E-NABLER-branded web site.

2. Other Conduct

You agree to not use the Software and/or the Service to: (a) upload or otherwise transmit any Content or domain name that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any E-NABLER representative, or misrepresent your affiliation with any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services; (e) upload or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, except in those areas of the Services that may be designated for such purpose; (h) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Software and/or the Service or servers or networks connected to the Software and/or the Service ; (j) violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export

of technical data; (k) incite or provide instructional information about illegal activities; or (l) conduct raffles, contests, lotteries or sweepstakes of the Software and/or the Service. The export and re-export of E-NABLER software products are controlled by the United States Export Administration Regulations and such software may not be exported or re-exported to Cuba; Iran; Iraq; Libya; North Korea; Sudan; or Syria or any country to which the United States embargoes goods. In addition; the Software and the Service may not be distributed to persons on the Table of Denial Orders; the Entity List; or the List of Specially Designated Nationals.

By downloading or using the Software or the Service, or any E-NABLER software product you are certifying that you are not a national of Cuba; Iran; Iraq; Libya; North Korea; Sudan; or Syria or any country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders; the Entity List; or the List of Specially Designated Nationals.

3. Other

This Policy is subject to all applicable agreements and terms and conditions between you and E-NABLER. This Policy is subject to change without notice.