

XKZERO SOFTWARE END USER LICENSE AGREEMENT

IMPORTANT - SCROLL THROUGH AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS

1. Grant of License. xkzero hereby grants You a limited, non-exclusive, non-transferable (except as set forth in Section 4(b) below) license for the Term with xkzero to Use the Software on the terms and conditions set forth in this End User License Agreement ("Agreement"). THE SOFTWARE IS LICENSED TO YOU, NOT SOLD. xkzero owns all title, ownership rights, and intellectual property rights in the Software and all copies thereof. Except as expressly set forth in this Agreement, xkzero expressly reserves all rights not granted hereunder.

2. Introduction.

(a) xkzero ("xkzero" and other capitalized terms are defined below) will grant You a license as described herein to Use the Software only if You or someone acting on Your behalf and at Your direction, such as Your Distributor, has:

(1) placed an order with xkzero for either an initial license or an upgrade (such as for more users, additional modules, etc.), or a service plan for future maintenance releases ("Maintenance Software") and/or for customer support, and xkzero has accepted such order and Enabled Use of the Software; and

(2) accepted all the terms and conditions of this Agreement.

(b) YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO SO FOR YOU:

(1) DOWNLOADING THE PROGRAM;

(2) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION, AS APPLICABLE, THAT APPEARS DURING INSTALLATION OF THE PROGRAM; OR

(3) USING THE PROGRAM.

(c) IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT (IN ITS ENTIRETY AND WITHOUT CHANGE TO OR ADDITION TO ITS TERMS AND CONDITIONS), THEN YOU DO NOT HAVE A LICENSE TO USE THE SOFTWARE AND MAY NOT USE IT.

3. Definitions. As used herein, the following terms have the following meanings:

(a) "Affiliate" means any entity that controls You, that You control, or that is under common control with You. "Control" means the direct or indirect ownership of equity securities or other ownership interests representing more than fifty percent (50%) of an entity's voting power.

(b) "Distributor" means the reseller that You have chosen to be Your reseller of record.

(c) "Documentation" means the Program specifications set forth in the help files of the Program and any release-related notes, guides, or manuals xkzero publishes specific to the current version of the Program.

(d) "Enabled Use" means xkzero's having fulfilled the applicable software delivery process (whether by shipping tangible goods, including recorded media containing the Software, enabling downloading of the Software, delivering activation codes for the Software, or otherwise), thereby enabling Use of the Software.

(e) "Maintenance Software" means Software that xkzero delivers because You have purchased a subscription to a service plan;

(f) "Program" means the computer program, a part of which includes the install routine that when executed causes this Agreement to display.

(g) "xkzero" means The Accounting League, LLC, an Illinois limited liability company, d/b/a xkzero. xkzero is the company that publishes and owns the Software.

(h) "Software" means, collectively, the Program and the Documentation, and any part thereof.

(i) "Supplemental License Terms" means the additional terms and restrictions that are specific to the Program licensed by You under this Agreement and posted by xkzero at www.xkzero.com/eula.

(j) "Term" is defined in Section 10.

(k) "Use" means to install and execute the Program.

(l) "You" or "Your" means or refers to the company or person that xkzero has licensed to Use the Software under this Agreement.

4. Limits of License. You may not:

(a) Make any copy of the Software, except as expressly set forth in Section 4(g), below, and as an essential step in Your licensed Use thereof.

(b) Distribute any copy of the Software (whether by renting, leasing, lending, sublicensing, time-sharing, or otherwise). Notwithstanding the foregoing, xkzero may allow You to transfer the Software to a purchasing party after the close of a sale of either Your entire business, or all, or substantially all, of the assets of Your business. Such permission must be in writing and is at xkzero's sole discretion and is only valid if the purchasing party (i) reads and accepts (in writing

to xkzero) the terms and conditions of this Agreement; (ii) agrees to other reasonable transfer requirements by xkzero; and (iii) You do not retain a copy of the Software.

(c) Use the Software for personal, family, household, or other non-business purposes;

(d) Alter, modify, translate, decompile, disassemble, reverse-engineer, attempt to derive the source code of the Software (or any portions thereof or any updates thereto), or create any derivative work based upon the Software (or any portions thereof or any updates thereto);

(e) Remove or obscure any copyright or trademark notices from the Software.

(f) Use the Software in excess of (i) the limitations set forth in this Agreement and Supplemental License Terms, and (ii) the number and types of users, seats, or licenses You purchase or rightfully acquire.

(g) Further limits on Your Use of the Software:

(1) You only may install the Program on either (i) a computer system that You own; or (ii) a computer system that You do not own but to which You will be the only party with access to the installed Program;

(2) You only may execute the Program (i) for its intended purpose solely in connection with the management of the business that You and Your Affiliates conduct; and (ii) solely to the extent of all applicable limitations (whether as to specific modules or other parts of the Program, or number of production or backup server computers) set forth in this Agreement and in the Supplemental License Terms;

(3) You may make only a reasonable number of backup copies of the Program solely for the purpose of reinstalling the Program, if reinstallation becomes necessary;

(4) You only may make one (1) copy of the Program for Use in a testing environment solely for testing purposes; and

(5) You only may make and install one (1) copy of the Program at a disaster recovery site for Your Use and only for so long as a disaster or other emergency prevents You from Using the Program at Your original installation site.

5. Additional Restrictions.

(a) Any report-writing software contained within the Program may be subject to a restriction such that its use may be limited to accessing only the data that is created by, or used by, the Program;

(b) You may not Use the Software in violation of any domestic or foreign laws or regulations in effect in the jurisdiction in which You are a resident, Your business conducts business, or in which

the Software is Used. This Software is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States and foreign agency or authority relating to the Software and Your Use of the Software. The Software may not be re-exported, downloaded, or otherwise exported to, or installed by a national resident of any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

6. THIS SECTION APPLIES TO U.S. GOVERNMENT END USERS ONLY. The Software is provided with RESTRICTED RIGHTS. The Software is a "Commercial Item", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights granted to all other end users pursuant to the terms and conditions of this Agreement. Unpublished rights are reserved under the copyright laws of the United States. The Manufacturer is The Accounting League, LLC, an Illinois limited liability company, d/b/a xkzero, having a place of business at 1111 East Touhy Avenue, Suite 550, Des Plaines, Illinois 60018.

7. Limited Warranty and Disclaimers.

(a) xkzero warrants that, during the one hundred eighty (180) day period (the "Warranty Period") that commences on the date that xkzero Enabled Use of the Software (whether for an initial license, an upgrade, or a maintenance release under a service plan), the Program, when Used properly, shall perform substantially and materially in accordance with the Documentation. xkzero does not warrant or represent that Your Use of the Program will be uninterrupted or error-free. If You report to xkzero in writing within the Warranty Period any substantial and material non-conformity between the Documentation and the Program, and if xkzero can replicate and verify that such substantial and material non-conformity exists, xkzero shall either (at xkzero's sole option): (1) make commercially reasonable efforts to correct such substantial and material non-conformity and, if successful, shall supply You with such correction at no additional cost to You; (2) replace the Software at no additional cost to You; or (3) terminate this Agreement and provide a refund of what You actually paid for amounts owed for the Warranty Period. If xkzero elects to terminate this Agreement and provide a refund, then You immediately shall discontinue Use of the Software or Maintenance Software and return all copies thereof to xkzero. Upon receipt thereof, xkzero will (1) for all Software other than Maintenance Software, refund the license fee You paid and credit any license fee You owe for the Software (such refund/credit limited to funds You paid/owed for the Warranty Period only); or (2) for Maintenance Software, refund or credit (as appropriate) the service fee You paid/incurred for the Warranty Period for the purchase of your most recent service plan. xkzero has no obligation to refund or credit any funds other than those paid/owed for the one hundred eighty (180) day Warranty Period (i.e.,

xkzero will not refund or credit any funds paid or owed for the Software or Maintenance Software outside of the Warranty Period and, if not yet paid, such amounts shall remain due to xkzero). **THE FOREGOING STATES YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS EXPRESS WARRANTY.**

(b) With respect to any media by which You receive Your installation copy of the Program, xkzero warrants that the media is free from substantial and material defects in materials and workmanship under normal use for the Warranty Period set forth in Section 7(a), above. If You report to xkzero in writing within the Warranty Period any substantial and material defects in the media and xkzero can verify same, then xkzero will replace the defective media. **YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS EXPRESS WARRANTY IS LIMITED TO REPLACEMENT OF THE DEFECTIVE MEDIA.**

(c) YOU EXPRESSLY ACKNOWLEDGE THAT YOUR USE OF THE SOFTWARE IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTIES CONTAINED IN SECTIONS 7(a) AND (b), ABOVE, XKZERO SUPPLIES THE SOFTWARE "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS". **OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS SECTION 7, XKZERO AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, CONDITIONS, OR GUARANTEES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU UNDERSTAND AND AGREE THAT: (1) THE UTILITY OF A BUSINESS MANAGEMENT COMPUTER PROGRAM DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES, (2) YOU ARE FREE TO DECIDE, AND ARE RESPONSIBLE FOR DECIDING, WHEN TO UPGRADE YOUR SOFTWARE, AND (3) XKZERO DISCLAIMS ANY RESPONSIBILITY TO DELIVER LATER-RELEASED SOFTWARE OR OTHERWISE RENDER ANY CUSTOMER SUPPORT SERVICES EXCEPT AS MAY BE SPECIFIED IN A SEPARATE CUSTOMER MAINTENANCE AND SUPPORT AGREEMENT.**

(d) Other Limitations. xkzero has no responsibility under these limited warranties for any Software or media that has been modified, lost, stolen, or damaged by accident, abuse, or misapplication. No employee, agent, or representative of xkzero, nor any reseller (including Your Distributor) or any other third party, may make any warranty with respect to the Software, except those expressly stated in this Agreement, and You may not rely on any such unauthorized warranty. You acknowledge and agree that You have chosen Your Distributor and that such Distributor is an independent party and not an agent of xkzero. You are solely responsible for Your data. You must back up Your data before xkzero or a third party performs any remedial or other work on Your production systems. You acknowledge that it is a best practice to have more than one back up copy of Your data. If applicable law prohibits exclusion of liability for lost data, then Licensor will only be liable for the cost of the typical effort to recover the lost data from Your last available back up.

8. Exclusions and Limitation of Liability.

(a) You acknowledge that software is inherently complex and may include errors and that You have been advised to verify the work produced by the Program. **IF A COURT OF COMPETENT JURISDICTION OR OTHER COMPETENT AUTHORITY DETERMINES THAT XKZERO IS LIABLE TO YOU (WHETHER IN CONTRACT, TORT, OR OTHERWISE) BECAUSE OF THE SOFTWARE OR THIS AGREEMENT, THEN YOU AGREE THAT XKZERO'S LIABILITY IS LIMITED TO THE LICENSE FEE YOU ACTUALLY PAID TO PURCHASE THE SOFTWARE LICENSE.** Neither xkzero nor its suppliers are liable for any special, indirect, incidental, consequential, or punitive damages resulting from Your Use of the Software or media, even if You or anyone else has advised xkzero of the possibility of any defects or other damages in the Software. Further, xkzero is not liable for damages or costs You may incur because of lost time, lost data, lost anticipated profits, lost opportunity cost, lost Use of the Software, damages or costs incurred in obtaining substitute software, claims made against You by others, or any other costs. You acknowledge and agree that this Agreement allocates risk between You and xkzero as authorized by applicable law, and that the pricing of xkzero's products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed its essential purpose, all limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

(b) You acknowledge that, unless You and xkzero agree in writing for xkzero (at xkzero's sole discretion) to provide software implementation services to implement the Program at your place of business, You are responsible for engaging a qualified party to provide implementation services for You on terms You negotiate. You also acknowledge that You are responsible for independently investigating the skills and qualifications of such party to ensure that he, she, or it provides You with the level of skill and service Your business requires. You agree that xkzero shall have no liability whatsoever for any failure associated with such implementation services, even if the party You engage is an authorized or certified Distributor, consultant, or installer of xkzero products.

(c) You acknowledge that, unless otherwise agreed to in a separate writing, xkzero is not providing You with support or maintenance for the Software. Further, unless otherwise agreed in a separate writing, xkzero will not provide You with updates, enhancements, improvements, or later versions of the Software. You must purchase separately any support, maintenance, updates, enhancement, improvements, or later versions of the Software.

9. Jurisdictional Rights. This Agreement gives You specific legal rights. You may also have other rights, which may vary from jurisdiction to jurisdiction. Some jurisdictions prohibit the exclusion or limitation of implied warranties or of liability for incidental or consequential damages. In those jurisdictions, some or all of the sections of the Agreement limiting such warranties and damages may not apply to You. In such cases, You agree that the remaining portions of this Agreement remain valid and enforceable to the fullest extent permitted by applicable law.

10. Term and Termination. This Agreement is effective from the date You accept it and continues in effect until terminated according to its terms ("Term"). Either party may terminate this Agreement at any time upon written notice to the other party, at which time Your license hereunder shall terminate. Further, this Agreement and the license granted herein shall terminate automatically and without notice if You fail to comply with any term or condition of this Agreement. Upon termination, You immediately shall return the original Software to xkzero and return or destroy (at xkzero's sole election) all other Software copies in Your possession. Any provision in this Agreement which when reasonably read is intended to survive the termination of this Agreement shall survive, including the disclaimer of warranties and limitations of liability.

11. Entire Agreement and Severability. This Agreement (including any Supplemental License Terms and amendments, which are incorporated herein by reference) represents the complete and exclusive understanding between You and xkzero regarding the Software, and supersedes any prior purchase order, confirmation, advertising, representation, or other communication. If a court of competent jurisdiction or other competent authority finds any provision of this Agreement to be void, invalid, or unenforceable, such provision shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision, which conforms to applicable law and embodies as closely as possible the original intent of the parties.

12. Dispute Resolution, Waiver of Collective or Class Action, Choice of Law, Statute of Limitations and Language.

(a) Except as provided in Section 12(e), below, any dispute or claim, in law or in equity, arising out of or relating to this Agreement or any relationship between the parties hereto, no matter how described, pleaded, or styled, shall be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act. The arbitration shall be conducted by a single, neutral arbitrator chosen by the parties, conducted under the Commercial Arbitration Rules of the American Arbitration Association, and conducted in Cook County, Illinois. Except as set forth in Section 12(e), the parties agree that the arbitrator, and not a court, shall have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. The arbitrator's decision shall be in writing and shall set forth the essential findings and conclusions upon which the decision is based. Any remedy available from a court under the law shall be available in the arbitration. The award rendered by the arbitrator may be entered in any court having jurisdiction. Should either Party refuse or neglect to choose an arbitrator or otherwise sincerely and in good faith participate in the arbitration process, then the arbitrator may proceed with one side alone. Except as provided in Section 12(e), below, neither Party may file or maintain any lawsuit in any court against the other; the court shall dismiss any lawsuit filed in violation of this Agreement in favor of an arbitration conducted pursuant to this Agreement. The parties shall split equally (50/50) the costs of the arbitration filing fee, arbitrator's compensation, and facilities fees ("Arbitration Fees"). Each party shall pay for its attorneys' fees, costs, and expenses. However, to the extent permitted by applicable law, the arbitrator may award reasonable attorneys' fees, costs, and expenses to the prevailing party to recover reasonable fees and costs, including the Arbitration Fees. If any provision of this arbitration

agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of this arbitration agreement. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the Parties agree to waive any right to a jury trial with respect to any dispute to which the arbitration agreement does not apply and any such dispute shall be commenced and maintained exclusively in the state or federal courts situated in Cook County, Illinois, and the Parties each consent to the jurisdiction, venue, and forum of each such court. YOU UNDERSTAND THE NATURE OF ARBITRATION, THAT ARBITRATION IS FINAL AND BINDING AND YOU WAIVE CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO LITIGATE ANY DISPUTE IN COURT AND THE RIGHT TO A JURY TRIAL, DISCOVERY, AND APPEAL.

(b) In addition, You agree that any cause of action or claim will be arbitrated individually and that You will not consolidate or seek class treatment for any claims, unless previously agreed to in writing by You and xkzero (at xkzero's sole discretion).

(c) This Agreement is governed by the laws of the United States and the State of Illinois, without regard to their or any other jurisdiction's conflict of laws provisions. The parties expressly agree that this Agreement shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this Agreement. This Agreement shall be deemed made in Cook County, Illinois.

(d) REGARDLESS OF FORM, YOU MUST BRING ANY CLAIM OR CAUSE OF ACTION NO MORE THAN ONE (1) YEAR AFTER IT AROSE. OTHERWISE, THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 12 OR THIS AGREEMENT, XKZERO MAY ENFORCE ITS INTELLECTUAL PROPERTY RIGHTS BY ANY MEANS IT CHOOSES, INCLUDING THROUGH A COURT OF COMPETENT JURISDICTION. FURTHER, YOU UNDERSTAND THAT ANY BREACH OR THREATENED BREACH OF XKZERO'S INTELLECTUAL PROPERTY RIGHTS WOULD CAUSE IRREPARABLE HARM TO XKZERO AND MONETARY DAMAGES WOULD NOT BE AN ADEQUATE REMEDY. THEREFORE, YOU AGREE THAT IF YOU BREACH OR THREATEN TO BREACH XKZERO'S INTELLECTUAL PROPERTY RIGHTS, XKZERO MAY SEEK EQUITABLE RELIEF, INCLUDING A TEMPORARY RESTRAINING ORDER, AN INJUNCTION, SPECIFIC PERFORMANCE, AND ANY OTHER EQUITABLE RELIEF AVAILABLE FROM A COURT OF COMPETENT JURISDICTION (WITHOUT THE REQUIREMENT TO POST BOND). EQUITABLE REMEDIES ARE IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES THAT MAY BE AVAILABLE TO XKZERO IN RESPECT OF A BREACH OR THREATENED BREACH OF ITS INTELLECTUAL PROPERTY RIGHTS.

(f) THIS SECTION 12 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

13. Indemnification.

(a) You are solely responsible for all damage caused because of Your violation of this Agreement. YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS XKZERO AND ITS AFFILIATES AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND ALL COSTS (INCLUDING ATTORNEYS'

FEES AND EXPENSES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (a) YOUR VIOLATION OF ANY PROVISION OF THIS AGREEMENT; OR (b) YOUR USE OR MISUSE OF THE SOFTWARE. xkzero reserves the right to take sole responsibility (in its sole discretion), at its own expense, for conducting the defense and settling any claim for which You agreed to indemnify xkzero. The provisions of this Section shall survive termination of the Agreement.

14. xkzero reserves the right, in its sole discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this Agreement for security, legal, best practice, or regulatory reasons. Such changes will become effective without prior notice to You. You can review the most current version of this Agreement at the following web address: www.xkzero.com/eula. You are responsible for checking such website periodically for changes. If any future changes to this Agreement are unacceptable to You or cause You to no longer agree or comply with the terms of this Agreement, You may terminate this Agreement in accordance with Section 10, above. Your continued Use of the Software following any revision to this Agreement constitutes Your complete and irrevocable acceptance of all such changes.

15. Waiver. One or more waivers of a breach of any covenant, term, or provision of this Agreement by xkzero shall not be construed as a waiver of a subsequent breach of the same or similar covenant, term, or provision, nor shall it be considered a waiver of any other then existing or subsequent breaches of a different covenant, term, or provision.

16. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties, including their past, present, and future representatives, successors, and assigns.

17. This Agreement does not grant any right or cause of action to any third party.

18. Notice. Any notice that xkzero delivers to You under this Agreement will be delivered by email, regular mail, or postings at www.xkzero.com. You should send any notices to xkzero at The Accounting League, LLC, d/b/a xkzero, 1111 East Touhy Avenue, Suite 550, Des Plaines, Illinois 60018.

19. You hereby give xkzero permission to send You information regarding xkzero's products and services by various delivery methods, including via facsimile and email.