

THIS AGREEMENT (the "Agreement") is hereby entered into between A1Tech Inc., with office at 8852 Aviary Path, Inver Grove Heights, MN 55077 (the "Licensor") and the party executing this Agreement ("You") on the following terms and conditions:

1. Terms may change. It is your duty to check this website and make sure you keep up to date on our terms. We reserve the right to change these terms at any time for any reason.

1. Licensed Program. This is a license agreement between You and Licensor with respect to A1Tech Inc., the accompanying Documentation and any fixes, releases, upgrades, new versions or enhancements that may subsequently be issued to You (the "Licensed Program").

2. Certain Preliminary Uses.

(a) Installation. The Licensed Program is distributed to You by electronic download as described in the Documentation. You will need to install the Licensed Program on properly configured and compatible computer equipment according to the Documentation. You will also need to ensure that all required data is in proper format and no other software or equipment having an adverse impact on the Licensed Program are present.

(b) Evaluation Period. Once You start to use AdsGone, You will obtain a temporary "Evaluation License" to install, store, load, execute, display and evaluate the Licensed Program for a number of days. At the end of the Evaluation Period, You can terminate this Agreement by uninstalling AdsGone. By agreeing to use the software, you agree to allow A1Tech software to send you periodic emails. The email will be used to assess how you felt about the trial version and send information to you about special offers. Your email will NOT be sold or given away. We will not send you more than a few email messages if any.

3. Licensed Operating Environment.

(a) Operating Environment. Once you start to use AdsGone, have completed activities described in Section 2 ("Certain Preliminary Uses") and provided You pay the applicable License Fees described or referenced in Section 7 ("Price & Payment") when due, You will be deemed granted one (1) non-exclusive operations license(s) for the Licensed Program, in each case to install, store, load, execute and display (collectively, "Use") the Licensed Program on one (1) CPU of the class described in the Documentation (the "Licensed Operating Environment"). The Licensed Program is provided for Use in object code form and for technical reference in source code form under Section 5 ("Reservation of Rights").

(b) Authorized Operators. The Licensed Program will be operated by Your own employees, on-site professional facility manager or off-site operations contractor ("Authorized Operators"). The Authorized Operators may Use the Licensed Program in the Licensed Operating Environment for the beneficial uses described in Section 4 ("Permitted Uses").

(c) Disaster Recovery Exception. In the event of a bona fide disaster such as a fire, flood, earthquake or civil disturbance, You may relocate and Use the Licensed Program on a back-up configuration substantially equivalent to the Licensed Operating Environment for a period not to exceed forty five (45) days. You may also temporarily appoint an independent disaster recovery center as an Authorized Operator during the emergency. Upon completion of the emergency, You will return the Licensed Program to the original environment and certify the deletion of all copies from the back-up equipment. You will need to make and store in a safe place archival copies of valuable software or data that would be needed if a disaster occurred.

4. Permitted Uses. Your Authorized Operators may Use the Licensed Program in the Licensed Operating Environment strictly for Your internal business operations and to process Your own data.

5. Reservation of Rights.

(a) Rights to Licensed Program. The intellectual property rights in the Licensed Program shall at all times remain the exclusive property of Licensor or other owner identified in the Documentation. By executing this Agreement (using AdsGone) and paying the applicable License Fee, You obtain a limited license to Use the Licensed Program in executable form You agree to use due diligence to safeguard and protect the Licensed Program as the valuable trade secret and exclusive property of the owner of the Licensed Program. You will at all times use due diligence to safeguard and protect all such confidential and proprietary information pertaining to the Licensed Program. You will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Licensed Program remain intact and clearly legible.

(b) All Other Rights Reserved. Except as expressly granted to You under another provision of this Agreement, Licensor reserves to itself and prohibits You (directly or indirectly, in whole or in part) from loaning, renting,

leasing, sublicensing or otherwise distributing or operating the Licensed Program to or for the benefit of any third party, and from altering, adapting, translating or preparing any derivative work of the Licensed Program. The foregoing limitation does not prohibit Authorized Operators from making a copy of the Licensed Program for archival purposes or as an essential step in making Permitted Uses of the Licensed Program in the Licensed Operating Environment.

6. Product Support. You may receive the following Product Support for so long as Licensor generally offers to the public email (info@a1tech.com) response Service and Updates for the Licensed Program.

(b) Updates. You may obtain copies of each revision or "Update" to the Licensed Program and associated Documentation which Licensor generally distributes to the public by paying prices from time to time announced by Licensor. The Licensor's designation of an item as a new version or an enhancement rather than an Update shall be conclusive unless clearly erroneous. Updates are available for download from Licensor's designated online system. You agree to install all Updates promptly, since the Licensor will only provide Product Support for the most recent version of the Licensed Program, incorporating all prior Updates.

(c) Certain Conditions. Licensor shall not be obligated to provide Product Support if: (i) the reported error was caused by (i) the error results from operator error, errors in data or software not supplied by Licensor or use that exceeds the Permitted Use or is not in accordance with the Documentation, or (ii) the error is in a prior release that was corrected through issuance of an Update that You have not yet installed.

7. Price & Payment.

(a) Price. You agree to pay Licensor the applicable License Fee determined by reference to Licensor's published prices at the time this Licensed Program was ordered. Payment of the License Fee entitles You to Use the Licensed Program in accordance with this Agreement during the stated Term. Any applicable Product Support Fees are referenced in Section 6 ("Product Support").

(b) Payment. Unless otherwise stated on Licensor's invoice, you must mail payment and your email address at which time you will receive a code, sent to you by return email, that will unlock your currently installed software. You can also pay by credit card as described in the online ordering section of the AdsGone website. You will pay all sales, use, value-added, GST, personal property or other governmental tax or levy associated with this transaction (including interest and penalties imposed thereon) other than taxes based on the net income or profits of Licensor.

8. Transfer of License. You may not assign all or any part of Your rights or obligations under this Agreement without Licensor's prior written consent and any attempt to the contrary will be void and a material breach of this Agreement. Licensor may withhold such consent in its sole discretion. Licensor may not impose transfer fees as a condition of any permitted transfer. A transfer of this Agreement will terminate any right to Your continued possession or Use of the Licensed Program and You must promptly destroy all remaining copies of the Licensed Program in Your possession or under Your control.

9. Warranties. The following provisions are subject to Section 11 ("Limitation of Remedies & Liabilities"). The specified warranties will last for one (1) year from the date the Licensed Program is delivered to You (the "Warranty Period"). Warranties are for Your benefit alone, it being agreed they are not assignable and there are no third party beneficiaries of them.

a) Limited Performance Warranty. Licensor warrants to You that it will make its best effort to ensure the Licensed Program operates substantially in accordance with the Documentation. If You notify Licensor of a defect during the Warranty Period, Licensor will attempt to correct the defect at no cost to You. Licensor does not warrant that it will be able to correct all reported defects or that Use of the Licensed Program will be uninterrupted or error free. LICENSOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Further, Licensor shall not be liable for any damages caused by factors beyond Licensor's control, including but not limited to force majeure, acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions or any reason beyond Licensor's control, or because of any other excuse provided by law.

10. Limitation of Remedies & Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. You agree that if the Licensor violates any warranty or other provision of this Agreement, and Licensor determines that repair or other corrective action is not economically or technically feasible, Your sole and exclusive remedy will be to obtain a refund of License Fees paid by You. You also agree that legal remedies alone provide inadequate protection of Licensor's intellectual property rights in the Licensed Program and that, in addition

to other relief, Licensor may without necessity of posting bond obtain temporary and permanent injunctions to enforce those rights.

(b) Liabilities. YOU AGREE THAT LICENSOR IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE LICENSE FEES ACTUALLY PAID BY YOU HEREUNDER. IN NO EVENT SHALL LICENSOR OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, SUPPLIERS, OR VENDORS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES EXCEEDING THE AMOUNT OF SUCH LICENSE FEES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF SAVINGS OR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF GOOD WILL, WORK STOPPAGE, LOSS OF DATA, ANY OTHER PECUNIARY LOSS, MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THIS SOFTWARE AND THE LICENSE GRANTED HEREUNDER, THE DELAY OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SPECIFIC SERVICES, ANY INFORMATION, SERVICES AND RELATED GRAPHICS CONTAINED ON OR MADE AVAILABLE THROUGH THE SOFTWARE OR THIS LICENSE, ERRORS, OMISSIONS, OR OTHER INACCURACIES CONTAINED ON THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES DAMAGES INCURRED BY YOU, YOUR CUSTOMERS OR ANY THIRD PARTY. THIS LIMITATION PROTECTS LICENSOR AND ANY DISTRIBUTOR OR RESELLER FROM WHOM YOU OBTAINED THE LICENSED PROGRAM. .

(c) Liabilities for certain states. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IN SUCH EVENT, LICENSOR SHALL BE LIABLE TO YOU ONLY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND THEN ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED THE LESSER OF (i) TWICE THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU HEREUNDER; OR (ii) US \$1,000.00 (ONE THOUSAND DOLLARS). REMEDIES UNDER THIS PROVISION ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR HEREIN.

11. Term & Termination.

(a) Generally. This Agreement shall continue in full force and effect in perpetuity unless terminated earlier in accordance with this or another Section of this Agreement. This Agreement will terminate automatically if You breach any provision of it. You may terminate this Agreement at any time at Your election.

(b) Effect of Termination. Termination of this Agreement will terminate Your right to possess or Use the Licensed Program. Upon termination for any reason, You agree to destroy the original and all copies of the Licensed Program (including Documentation) and cease all further Use of it. Termination will have no effect on Your obligation to safeguard and protect proprietary rights of Licensor under Section 5(a) ("Rights to Licensed Program"), disclaimers under Section 9 ("Warranties"), limitations under Section 11 ("Limitation of Remedies & Liabilities") or continuing assurances made under Section 14 ("Export Regulations").

12. Disputes, Choice of Law. Except for certain injunctive relief authorized under Section 11 ("Limitation of Remedies & Liabilities") which may be brought at any time, the parties agree that all disputes shall be submitted to a single arbitrator for nonbinding arbitration under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall include a written explanation of the decision and shall be limited to remedies otherwise available in court. If the parties are still unable to reconcile their differences after the arbitrator issues its award the dispute may then be taken to court by either party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND MINNESOTA, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE. YOU WILL BRING ANY ACTION AGAINST LICENSOR WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES, OR BE BARRED.

13. U.S. Government Restricted Rights. The Licensed Program (including Documentation) are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.

14. Miscellaneous. This document constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This document and Your understanding that by using AdsGone, you agree to these terms, shall be considered an original document admissible into evidence unless the document's authenticity is genuinely placed in question. You may issue a purchase order, but it will have no substantive effect on our Agreement. This Agreement may be modified or amended by Licensor at any time for any reason and it is your responsibility to keep updated on changes by visiting our website from time to time. It is agreed that sales representatives and distributors of the Licensed Program have no authority to alter this Agreement. Any provision found by a tribunal of competent jurisdiction to be illegal

or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.