**STRATEGIC TECHNOLOGY MANAGEMENT, INC.**
**END USER LICENSE AGREEMENT (EULA)**


This END USER LICENSE AGREEMENT ("Agreement") is between the end user customer ("Customer"), and STRATEGIC TECHNOLOGY MANAGEMENT, INC. ("STM"). BY INSTALLING AND/OR USING THE PRODUCT (defined hereafter), CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THE PRODUCT. Nothing contained in any of the Registration Documents submitted by Customer shall in any way modify or add to the terms and conditions contained in this Agreement.

1.  **Definitions.**

"Affiliates" means an entity, institution, or organization that controls or is controlled by, or is under common control with another entity, institution or organization, with at least a majority ownership.

"Documentation" means the user manuals and supporting documentation in electronic form provided with the Product pursuant to this Agreement.

"Evaluation Period" means the thirty (30) period after STM's initial grant of the license to the Product and the Documentation hereunder.

"Product" means STM's EMS-DCRT – DATA CAPTURE & REPORTING TOOL being licensed to Customer under the terms of this Agreement, including any Updates and Upgrades thereto.

"Registration Documents" means the online application submitted by Customer to purchase a license to use the Product and the Documentation, and any related documents provided by STM which specifically cover Customer's use of the Product and the Documentation.

"Third Party Software" means certain software supplied by third parties that STM provides access to as part of the Product.

"Update" means a revision to the Product or patch that improves the functionality of the Product, and may contain new features or enhancements, which is not an Upgrade.

"Upgrade" means a subsequent version of the Product that STM designates as a new release and makes generally commercially available.

2.  **Grant of License.** STM hereby grants Customer a non-exclusive license to use the Product and the Documentation, pursuant to the terms and conditions of this Agreement. The license granted herein is limited to use only by Customer's employees and other users authorized by Customer.

3.  **Access to Product and Documentation.** Upon STM's acceptance of Customer's application to access the Evaluation Version of the Product and the Documentation will send Customer an email with all applicable user names and passwords for access to the Evaluation Version of the Product and the Documentation at www.ems-dcrt.com or such other worldwide web address provided by STM.

4.  **Evaluation Period.** Customer is entitled to use the Product and the Documentation, during the Evaluation Period, without cost, and may continue the license granted hereunder, for the applicable term provided in the Registration Documents, by notifying STM, by email, at any time during the Evaluation Period, of its election to continue this Agreement and paying the applicable license fees for such term. In the event that Customer does not elect to continue the license for the Product and the Documentation, after the Evaluation Period, all user names and passwords will be disabled and Customer shall have no further right to use the Product and the Documentation after the expiration of the Evaluation Period.

5.  **No Training or Maintenance; Updates and Upgrades.** All instructions for the use of the Product are provided in the Documentation and Customer hereby understands and acknowledges that this Agreement does not confer upon Customer any right to receive training to use the Product nor will any maintenance be provided by STM or any of its Affiliates. Notwithstanding the foregoing, STM will make Updates and Upgrades to the Product as STM, in its sole discretion determines, and Customer's access to the Product will automatically provide Customer with the use of the Product with any such Updates and Upgrades and the license granted under this Agreement shall apply to such Updates and Upgrades.

6. **Third Party Software.** The Third Party Software is subject to various other terms and conditions imposed by the licensors of such Third Party Software. Customer's use of the Third Party Software is subject to, and governed by, the specified Third Party license terms, except that this Section 6 (Third Party Software), Section 9 (Limited Warranty and Disclaimer) and Section 10 (Limitation of Liability) of this Agreement also govern Customer's use of the Third Party Software. Customer agrees to comply with such Third Party license terms.

7. **Other Rights, Limitations and Obligations.** Customer may not transfer, rent, timeshare, grant rights in, or lease the Product or the Documentation except as otherwise specifically permitted, pursuant to the provisions of this Agreement, or to the extent such foregoing restriction is prohibited by applicable mandatory law. Customer may not modify, translate, reverse engineer, decompile, disassemble, create derivative works based on or copy the Product, except to the extent such foregoing restriction is expressly prohibited by applicable mandatory law. To the extent permitted by applicable law, Customer agrees to allow STM to audit its compliance with the terms of this Agreement upon prior written notice and during normal business hours.

ALL RIGHTS IN THE PRODUCT NOT EXPRESSLY GRANTED ARE RESERVED BY STM, its AFFILIATES OR ITS LICENSORS. STM and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the PRODUCT, including any adaptations, modifications, translations, derivative works or copies.

8. **Infringement; Indemnification**. In the event of any claim, suit, or proceeding brought against Customer based on an allegation that the Product infringes upon any patent, copyright or trade secret of any third party ("Infringement Claim"), STM shall defend, or at its option, settle such Infringement Claim, and shall pay all costs (including reasonable attorney's fees) associated with the defense of such Infringement Claim, and all damages finally awarded or settlements undertaken by STM in resolution of such Infringement Claim, provided Customer (i) promptly notifies STM in writing of Customer's notification or discovery of an Infringement Claim such that STM is not prejudiced by any delay in such notification; (ii) gives STM sole control over the defense or settlement of the Infringement Claim; and (iii) provides reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if STM believes such a claim is likely, STM may at its sole expense and option: (i) procure for Customer the right to continue to use the alleged infringing Product; (ii) replace or modify the Product to make it non-infringing; or (iii) terminate providing the Product and provide Customer with a prorated refund. STM assumes no liability for any Infringement Claims or allegations of infringement based on: (i) Customer's use of the Product after notice that Customer should cease use of the Product due to an Infringement Claim; (ii) any modification of the Product by Customer or at Customer's direction; or (iii) Customer's combination of the Product with any other software not provided by STM, if such Infringement Claim would have been avoided by the use of the Product alone. THE FOREGOING STATES CUSTOMER's EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

9. **Limited Warranty and Disclaimer.** In the event that Customer elects to extend its license of the Product after the expiration of the Evaluation Period, STM warrants that for a period of sixty (60) days after the end of the Evaluation Period, the Product will perform substantially in accordance with the Documentation. STM's and its licensors' entire liability and Customer's exclusive remedy under this warranty will be, at the sole option of STM and subject to applicable law, to replace the Product or to refund the purchase price and terminate Customer's license to the Product. This limited warranty does not cover any modification of the Product by Customer. STM does not warrant in any form the results or achievements of the Product.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY, STM AND ITS LICENSORS MAKE AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND STM AND ITS LICENSORS SPECIFICALLY DISCLAIM WITH RESPECT TO THE PRODUCT, ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. CUSTOMER ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT AND HARDWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT AND HARDWARE.

10.     **Limitation of Liability.**  EXCEPT FOR STM'S INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 8, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT NONE OF STM, ITS AFFILIATES OR LICENSORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM CUSTOMER'S USE OF THE PRODUCT, OR DAMAGE ARISING FROM CUSTOMER'S USE OF THIRD PARTY PRODUCTS OR HARDWARE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE USE OF THE PRODUCT OR HARDWARE.  THIS LIMITATION WILL APPLY EVEN IF STM, ITS AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  EXCEPT FOR STM'S' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 8 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF STM, ITS AFFILIATES AND LICENSORS EXCEED THE AMOUNT PAID FOR THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT THE PRODUCT REFLECTS THESE ALLOCATIONS OF RISK.  SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOIMER.

11.     **Fees and Payment.**  The applicable license fees payable by Customer to STM are specified in the Registration Documents.  The payment terms and conditions for such license fees also are as specified in the Registration Documents. All license fees paid to STM are nonrefundable except as otherwise specifically provided in this Agreement. Customer will pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties, and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial, or local government entity or any non-U.S. government entity on the transactions contemplated by this Agreement, excluding taxes based upon STM's net income.

12.     **Termination.**  This Agreement is effective until terminated.

(a)     This Agreement shall automatically terminate at the end of the then current term if not renewed by Customer. Additionally, Customer may terminate this Agreement at any time by notifying STM, by email, of its election to terminate.  Upon any such expiration or termination by Customer, Customer shall continue have access to the Product and all related data for a period of thirty (30) days after such expiration or termination, and after such thirty (30) day period STM will disable all user names and passwords. Customer shall not be entitled any refunds upon any such expiration or termination.

(b)     STM may terminate this Agreement at any time for Customer's breach of this Agreement including, without limitation, for unauthorized copying of the Product or the Documentation or otherwise failing to comply with the license grant of this Agreement. Upon any such termination, STM will disable all user names and passwords immediately and Customer shall have no further access to the Product or related data.  In addition to such termination for breach, STM will have available to it all other legal remedies.  Customer agrees and acknowledges that its material breach of this Agreement shall cause STM irreparable harm for which monetary damages alone would be inadequate and that, to the extent permitted by applicable law, STM shall be entitled to injunctive or equitable relief without the need for posting a bond.

(c)     If this Agreement is terminated upon expiration of the Evaluation Period, STM will disable all user names and passwords immediately and Customer shall have no further access to the Product or related data.

(d)     Upon the expiration or other termination of this Agreement, the licenses granted hereunder will terminate and Customer must immediately destroy the Documentation.

13.     **U.S. Government End Users.** If Customer is a U.S. Government agency, in accordance with Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212 (October 1995)) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3 (June 1995)), Customer hereby acknowledges that the Product constitutes "Commercial Computer Software" and that the use, duplication, and disclosure of the Product by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this standard commercial license Agreement.  In the event that, for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the Product are "Restricted Rights" as defined in 48 CFR Section 52.227-19(c)(1) and (2) (June 1987), or DFARS 252.227-7014(a)(14) (June 1995), as applicable.  Manufacturer is Strategic Technology Management, Inc., 200 Glen Road, Woodcliff Lake, New Jersey 07677.

14.     **Confidentiality.**  Customer agrees to maintain the confidentiality of any confidential or proprietary information of STM received by Customer during the term of, or prior to entering into, this Agreement that Customer should know is considered confidential or proprietary by STM based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information"). The Product is copyrighted and shall be deemed STM's Confidential Information. The Documentation is copyrighted material of STM. This section shall not apply to any information that is or becomes publicly available through no breach of this Agreement by Customer or is independently developed by Customer without access to or use of the Confidential Information of STM. The foregoing confidentiality obligations will not restrict Customer from disclosing Confidential Information of STM pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that Customer gives reasonable notice to STM to enable it to seek a protective order or otherwise limit such disclosure. Customer agrees not to use STM's Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. Customer shall protect the secrecy of and avoid disclosure and unauthorized use of STM's Confidential Information with no less than reasonable care. All of STM's Confidential Information remains its sole property.

15.     **Choice of Law and Venue.**   This Agreement is governed by the laws of the State of New Jersey without reference to conflict of laws principles, and in any dispute arising out of this Agreement, Customer consents to the exclusive personal jurisdiction and venue in the State courts within Bergen County, New Jersey and the Federal Courts in the District of New Jersey.  If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this agreement in a manner consistent with the original intent of the Agreement.

16.     **How to Contact STM.**   Should Customer have any questions concerning this Agreement or want to contact STM for any reason, STM may be contacted at the following address: Strategic Technology Management, Inc., Customer Service, 200 Glen Road, Woodcliff Lake, New Jersey 07677.

17.     **Trademarks.**   This Agreement does not grant Customer the right to use an STM trade or service marks.

August 2014