



LICENSE AGREEMENT

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE: _____

COMPANY FAX: _____

COMPANY EMAIL: _____

COMPANY TAX ID: _____

OWNER/OFFICER NAME: _____

OWNER/OFFICER EMAIL: _____

By signing this agreement you agree to all terms and conditions

OWNER/OFFICER SIGNATURE: _____

Menu Setup fee: \$ _____ Number of terminals: _____ Monthly Fee: \$ _____

Notes:

POSqx accepts Visa, Master Card, Discover Card and American Express at this time for the monthly license fee.

Circle one: Visa Master Card Discover Card American Express

Card #: _____ Exp Date: _____ / _____

Security Code: _____

Name on card: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Checks: Attach a copy of a voided check. We accept checks for processing of the monthly fees.

Checking Account: _____

Routing: _____

Bank Name: _____

Name On Checking Account: _____

Term: the term of the agreement shall be monthly beginning on the date signed. Contract reviews at the end of each term unless a written notice is received within 15 days of the end of term. If terminated during the course thereof fees for the remainder of the obligation are due upon termination. In the even of a merchant breach of any condition all prior data received by POSqx shall be made null and void with the merchant possibly terminated from service. The merchant agrees to allow POSqx to electronically deduct the license fee directly from the merchant's bank account and understands that there is a \$25 fee for any ACH rejects, and the merchant will be removed from access to the management options until the fee plus any additional fees are paid in full. By signing this agreement you agree to all terms and conditions.

SumGuys , Inc. POSqx Software License Agreement

READ THE TERMS OF THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE OPENING SOFTWARE MEDIA PACKAGE. BY OPENING SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU HAVE SEPARATELY AGREED TO LICENSE TERMS ("MASTER TERMS") FOR YOUR LICENSE TO THIS SOFTWARE, THEN SECTIONS 1-6 OF THIS AGREEMENT ("SUPPLEMENTAL LICENSE TERMS") SHALL SUPPLEMENT AND SUPERSEDE THE MASTER TERMS IN RELATION TO THIS SOFTWARE.

1. Definitions.

(a) "Entitlement" means the collective set of applicable documents authorized by POSqx evidencing your obligation to pay associated fees (if any) for the license, associated Services, and the authorized scope of use of Software under this Agreement.

(b) "Licensed Unit" means the unit of measure by which your use of Software and/or Service is licensed, as described in your Entitlement.

(c) "Permitted Use" means the licensed Software use(s) authorized in this Agreement as specified in your Entitlement. The Permitted Use for any bundled POSqx software not specified in your Entitlement will be evaluation use as provided in Section 3.

(d) "Service" means the service(s) that POSqx or its delegate will provide, if any, as selected in your Entitlement and as further described in the applicable service listings at www.POSqx.com/services

(e) "Software" means the POSqx software described in your Entitlement. Also, certain software may be included for evaluation use under Section 3.

(f) "You" and "Your" means the individual or legal entity specified in the Entitlement, or for evaluation purposes, the entity performing the evaluation.

2. License Grant and Entitlement.

Subject to the terms of your Entitlement, POSqx grants you a nonexclusive, nontransferable limited license to use Software for its Permitted Use for the license term. Your Entitlement will specify (a) Software licensed, (b) the Permitted Use, (c) the license term, and (d) the Licensed Units.

Additionally, if your Entitlement includes Services, then it will also specify the (e) Service and (f) service term.

If your rights to Software or Services are limited in duration and the date such rights begin is other than the purchase date, your Entitlement will provide that beginning date(s).

The Entitlement may be delivered to you in various ways depending on the manner in which you obtain Software and Services, for example, the Entitlement may be provided in your receipt, invoice or your contract with POSqx or authorized POSqx reseller. It may also be in electronic format if you download Software.

3. Permitted Use.

As selected in your Entitlement, one or more of the following Permitted Uses will apply to your use of Software. Unless you have an Entitlement that expressly permits it, you may not use Software for any of the other Permitted Uses. If you don't have an Entitlement, or if your Entitlement doesn't cover additional software delivered to you, then such software is for your Evaluation Use.

(a) Evaluation Use. You may evaluate Software internally for a period of 30 days from your first use.

(b) Individual Use. You may use Software internally for personal, individual use.

(c) Commercial Use. You may use Software internally for your own commercial purposes.

4. Licensed Units.

Your Permitted Use is limited to the number of Licensed Units stated in your Entitlement. If you require additional Licensed Units, you will need additional Entitlement(s).

5. Restrictions.

(a) The copies of Software provided to you under this Agreement is licensed, not sold, to you by POSqx. POSqx reserves all rights not expressly granted. (b) You may make a single archival copy of Software, but otherwise may not copy, modify, or distribute Software. However if the POSqx documentation accompanying Software lists specific portions of Software, such as header files, class libraries, reference source code, and/or redistributable files, that may be handled differently, you may do so only as provided in the POSqx documentation. (c) You may not rent, lease, lend or encumber Software. (d) Unless enforcement is prohibited by applicable law, you may not decompile, or reverse engineer Software. (e) The terms and conditions of this Agreement will apply to any Software updates, provided to you at POSqx's discretion, that replace and/ or supplement the original Software, unless such update contains a separate license. (f) You may not publish or provide the results of any benchmark or comparison tests run on Software to any third party without the prior written consent of POSqx. (g) Software is confidential and copyrighted. (h) Unless otherwise specified, if Software is delivered with embedded or bundled software that enables functionality of Software, you may not use such software on a stand-alone basis or use any portion of such software to interoperate with any program(s) other than Software. (i) Software may contain programs that perform automated collection of system data and/or automated software updating services. System data collected through such programs may be used by POSqx, its subcontractors, and its service delivery partners for the purpose of providing you with remote system services and/or improving POSqx's software and systems. (j) Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility and POSqx and its licensors disclaim any express or implied warranty of fitness for such uses. (k) No right, title or interest in or to any trademark, service mark, logo or trade name of POSqx or its licensors is granted under this Agreement.

6. Term and Termination.

The license and service term are set forth in your Entitlement(s). Your rights under this Agreement will terminate immediately without notice from POSqx if you materially breach it or take any action in derogation of POSqx's and/or its licensors' rights to Software. POSqx may terminate this Agreement should any Software become, or in POSqx's reasonable opinion likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation. Upon termination, you will cease use of, and destroy, Software and confirm compliance in writing to POSqx. Sections 1, 5, 6, 7, and 9-15 will survive termination of the Agreement.

7. Limited Warranty.

POSqx warrants to you that for a period of 30 days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and POSqx's entire liability under this limited warranty will be at POSqx's option to replace Software media or refund the fee paid for Software. Some states do not allow limitations on certain implied warranties, so the above may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

8. Disclaimer of Warranty.

UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

9. Limitation of Liability.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL POSQX OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF POSQX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will POSqx's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

10. Export Regulations.

All Software, documents, technical data, and any other materials delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with these laws and regulations and acknowledge that you have the responsibility to obtain any licenses to export, re-export, or import as may be required after delivery to you.

11. U.S. Government Restricted Rights.

If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this

is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DO D acquisitions).

12. Governing Law.

Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

13. Severability.

If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless o mission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

14. Integration.

This Agreement, including any terms contained in your Entitlement, is the entire agreement between you and POSqx relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SumGuys Technologies, Inc.