BIG EASY ONE
PERPETUAL LICENCE 2016

CONTENTS

BIG EASY SOFTWARE END USER LICENSE AGREEMENT FOR BIG EASY ONE

(Last Updated September 08, 2016)

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AGREEMENT ON BEHALF OF A COMPANY, YOU HAVE THE POWER AND AUTHORITY TO
BIND THAT COMPANY.

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BIG EASY ONE is Big Easy Software's proprietary website development
and administration software product ("BIG EASY ONE").

Article I of this Agreement sets forth the terms and conditions on which
you may use the Software on a non-commercial, internal basis for a
limited trial period to evaluate the Software. If at the end of the trial
period you choose to obtain a commercial license for the Software, Article
II of the Agreement sets forth the terms and conditions on which you may
use the Software on a commercial basis. Article III applies to both trial and
commercial use of the Software.

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Subject to the terms and conditions set forth in this Agreement, Big Easy
Software hereby grants to Licensee and Licensee hereby accepts, non-
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Any and all rights in the Software not expressly granted to you as part of the License hereunder are reserved in all respects by Big Easy Software.

2.4 Delivery

Big Easy Software shall deliver to you a copy of the Software licensed hereunder in electronic format only, and a license key that permits you to access and use the Software for trial purposes.

2.5 Support

As part of your License you are entitled to the Big Easy Software Support Package as described in greater detail at http://www.BIG EASY ONE.com/purchase/support-plans. Big Easy Software will provide an initial response (but not necessarily a resolution) to each support inquiry within seventy two (72) hours of receipt of such support inquiry, and will use reasonable efforts to resolve the issue generating the inquiry as soon as is reasonably possible.

3. TERM AND TERMINATION

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3.2 Termination.

Big Easy Software may terminate this Agreement granted hereunder if you fail to comply with any of the terms and conditions of this Agreement. Upon termination of this Agreement for any reason the License granted to you hereunder shall terminate automatically and you must immediately cease use of the Software and destroy all copies of the Software in your possession. Unless otherwise prohibited by law and without prejudice to Big Easy Software's other rights or remedies, and without limiting the generality of the foregoing, Big Easy Software shall have the right to terminate this Agreement and the License granted hereunder immediately in the event that: (i) you breach any of the license restrictions set forth in Section 1.2 of this Article I, or engage in, or participate with any third party in the unauthorized manufacture, duplication, reverse-engineering or distribution of any software of Big Easy Software (including the Software), or engage in any activities involving the Software that are prohibited by law; or (ii) you engage in the unauthorized use of any software of Big Easy Software (including the Software) or infringe upon any intellectual property right of Big Easy Software.

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The terms and conditions set forth in this Article II apply only if you have obtained a commercial license for the Software from Big Easy Software.

8.1 Definitions

"Add-on" means any optional add-on features or license(s) (including but not limited to: Domain Add-ons, Support Add-ons (including Mission Critical Support), Site Synchronization, Multisite Management, which may be available for purchase depending upon the BIG EASY ONE Edition for which you have obtained a license hereunder.

"Affiliate" means any entity or association directly or indirectly controlled by, controlling or under common control with you. For purposes of this definition, "control" means ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares or other equity interest in an entity.

"Licensed User" means an individual user within your company who has been assigned a unique username and password that authorizes such individual to access and use the administrative / content management capabilities of the Software.

"Development Purpose" means use or deployment of the Software solely for access by Licensed Users and solely for development, quality assurance, and staging purposes prior to the use or deployment of the Software for a Production Purpose.

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"Licensed Developer" means one of your employees or third-party consultants who: (a) subject to the same conditions and limitations applicable to you herein, is authorized by you to develop, host, or manage a website or Intranet Application specifically for your benefit using the Software in accordance with this Agreement; and (b) you, to the extent permitted by applicable law, hereby agree to assume all liability and responsibility for hereunder.

"Production Purpose" means use or deployment of the Software for publishing and/or administering a website or other application accessible by and/or visible to your Site Visitors.

"Production Server" means a Server on which the Software is used for a Production Purpose.

"Server" means one: (i) physical server (i.e. one piece of hardware), virtual server, or cloud service instance (e.g. Amazon Web Services); with (ii) computing power equivalent to at most eight CPU cores.

"Site Visitor" means an individual, device, and/or a software application, whether internal or external, that can access only the published portion(s) of a website at the Production Domain created with the Software. Site Visitors do not have username and password access to the administrative / content management capabilities of the Software.

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9. SOFTWARE LICENSE

9.1 General.

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The Software may be used for commercial or non-commercial purposes.

9.2 Licensed User Limits.

You may permit up to ten (10) Licensed Users to be logged into the Software at any given time. Different Licensed Users within your company may log in to the Software at different times, as long as no more than ten (10) Licensed Users are logged into the Software at any given time.

9.3 Source Code.

You may not use such source code as a basis of development of derivative works of the Software or other software products. You acknowledge that such source code is strictly confidential and contains valuable and proprietary trade secrets of Big Easy Software. You must expend every effort to insure the confidentiality of the source code provided to you hereunder and ensure that individuals employed by your company do the same. You agree to assume full responsibility for such individuals' use, or misuse, of such source code as if it was your use or misuse. Under no circumstances may you distribute, disclose, or otherwise make available to any third party any portion of such source code or any modified version of such source code. You may not modify the source code for the Software; however, if you breach this restriction and develop any modifications to the source code independently, or if you contact Big Easy Software for assistance with the Software and modify the source code for

the Software jointly with Big Easy Software, such modifications and all rights associated therewith will be the exclusive property of Big Easy Software, and you agree to and hereby do assign all right, title and interest in and to such modifications to Big Easy Software. Big Easy Software has no obligation to support any modifications that you make to the source code for the Software.

This Section shall survive the termination or expiration of this Agreement.

9.4 Domain Limits.

This license allows you to use the Software in connection with Domain Add-on(s) on the date that you agree to this Agreement.

You may use the Software to administer such Domain Add-on(s) pursuant to the same terms, conditions and restrictions of this Agreement applicable provided the Domain Add-on(s) are administered: (i) with the same edition of the Software as the Primary Domain; and (ii) for the same entity or individual that benefits from your administration of the Primary Domain.

You may administer the Primary Domain for a separate company with the purchase of an additional BIG EASY ONE license. This licence charge may differ from time to time but will include the setting up of a new system on a new domain on existing hosting, reasonable changes to logos, colours and fonts but no changes to functionality than those installed on the current live server.

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To the fullest extent permitted by applicable law, you may not disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Software.

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You may not copy, modify, alter, edit or create derivative works of the Software.

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10.7 No Use to Create Competitive Product.
You may not use the Software as a whole, or any of its components, as a basis for creation of another software product that has the same or similar functionality as the Software.

11. DELIVERY

Big Easy Software shall deliver to you a copy of the Software licensed hereunder in electronic format.

12. TRADEMARKS AND BRANDING

12.1 Web Page Footers.
Web pages on a website created using any edition of the Software may (but are not required to) contain Big Easy Software's BIG EASY ONE® logo on the footer of each web page.

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You may not remove, alter or obscure any Big Easy Software trademarks, logos, tag lines or other Big Easy Software branding included in the Software.

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You may (but are not required to) co-brand the Software with your own company's trademarks. Any co-branding efforts you undertake are at your own risk, and you agree to indemnify and hold Big Easy Software harmless from all third party suits and proceedings, and all damages, losses, costs (including attorneys' fees) and other liabilities, resulting from your co-branding efforts. Any goodwill accruing from your use of your own trademarks shall accrue to and be owned by you. Any goodwill accruing from Big Easy Software's placement of Big Easy Software trademarks logos, tag lines or other Big Easy Software branding on the Software, or from your placement of the BIG EASY ONE logo on the footers of web pages created using the Software, shall accrue to and be owned by Big Easy Software.

13. QUALITY CONTROL.

Big Easy Software reserves the right to review your website and add-on modules you create using the Software to ensure your compliance with terms of this Section 4; your breach of this Section shall be grounds for termination by Big Easy Software of this Agreement and the License granted to you hereunder.

14. SUPPORT AND UPDATES

14.1 To be eligible for support

(including but not limited to support under a Mission Critical Support Add-on): (i) your use of the Software must be in full compliance with the terms of this Agreement; (ii) you must provide all information and evidence necessary for Big Easy Software support personnel to adequately understand your support issue and diagnose the cause of such issue; and (iii) in the case of multiple Licenses, the Production Domain for which you are requesting support must be eligible for the level of support requested. Big Easy Software may limit or terminate your access to any or all of the support services available hereunder if your use of the support services is determined by Big Easy Software, in its sole and reasonable discretion, to be excessive.

14.2 Support Package

Big Easy Software will provide an initial response (but not necessarily a resolution) to each support inquiry within twenty-four (24) hours for of receipt of such support inquiry, and will use reasonable efforts to resolve the issue generating the inquiry as soon as is reasonably possible. You will lose the right to receive support if support payments are in arrears. You are eligible to receive all Minor Updates (i.e., service pack updates and other minor revisions) for as long as you are in compliance with this Agreement.

14.3 Mission Critical Support.

Big Easy Software's Mission Critical Support Add-on may be available as an option for an additional fee.

Each purchase of a Mission Critical Support Add-on is specific to, and will be bound to, the support and support term of the particular Software license for which it is purchased.

If you purchase a Mission Critical Support Add-on in connection with your License you are entitled to the Big Easy Software Mission Critical Support Package described in greater detail at http://www.BIG EASY ONE.com/purchase/support-plans.

14.4 Exclusions and Limitations on Support Applicable to all editions of the Software

Support (including but not limited to Mission Critical Support) is not available or provided hereunder for or related to:

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2. Licensee's failure to follow operating instructions;

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4. Licensee's negligence or improper use of the Software;

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7. The GeoLite City with ISP and Organization Database component of the Software;

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14.5 **If it is determined by Big Easy Software**
in its sole discretion that you have received support from Big Easy Software for which you were not eligible or to which the above exclusions and limitations apply, Big Easy Software may assess and you agree to pay reasonable and appropriate fees for such support.

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If you receive Minor Updates or Major Updates pursuant to this Agreement, you acknowledge that such updates replace and/or supplement (and may disable) the version of the Software that formed the basis for your eligibility for the update. You may use the resulting

14.7 **Support Incidents.**
A single support incident (including but not limited to Mission Critical Support incidents) may involve several e-mails and offline work in order to be resolved. You agree to provide Big Easy Software with detailed

information about the issue encountered and cooperate with Big Easy Software's requests for additional information as they attempt to resolve the issue. Big Easy Software support engineers will make reasonable efforts to resolve your support issues; however, Big Easy Software does not guarantee that all support issues will be resolved. Bug reports and product feature suggestions are not considered support incidents, and Big Easy Software is not obligated to acknowledge or address such bug reports and/or product feature suggestions.

15. TERM AND TERMINATION

15.1 Term.
This Agreement and the License granted hereunder shall last as long as you use the Software in compliance with this Agreement.

15.2 Termination.
Big Easy Software may terminate this Agreement and the License granted hereunder if you fail to comply with any of the terms and conditions of this Agreement. Upon termination of this Agreement for any reason the License granted to you hereunder shall terminate automatically and you must immediately cease use of the Software and destroy all copies of the Software in your possession. Unless otherwise prohibited by law and without prejudice to Big Easy Software's other rights or remedies, and without limiting the generality of the foregoing, Big Easy Software shall have the right to terminate this Agreement and the License granted hereunder immediately in the event that: (i) you breach any of the License restrictions set forth herein, or engage in, or participate with any third party in the unauthorized manufacture, duplication, reverse-engineering, distribution of any software of Big Easy Software (including the Software), or engage in any activities involving the Software that are prohibited by law; or (ii) you engage in the unauthorized use of any software of Big Easy Software (including the Software) or infringe upon any intellectual property right of Big Easy Software.

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You agree to indemnify, hold harmless, and defend Big Easy Software, its licensors and its resellers from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from (a) your use or misuse of the Software or from the websites that you develop and administer through the use of the Software (but excluding such Claims that are solely attributable to infringement of third party intellectual property rights by the Software solely as a result of your authorized use of the Software), or (b) the add-on modules you develop using the Software.

ARTICLE III General Terms

The terms and conditions of this Article III are applicable to this entire Agreement; they apply to trial use of the Software under Article I and commercial use of the Software under Article II.

1 INTELLECTUAL PROPERTY

1.1 The Software is licensed, not sold.

All title and ownership rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Big Easy Software that are used in connection with the Software are and shall at all times remain exclusively owned by Big Easy Software and its licensors. Any and all rights in the Software not expressly granted to you hereunder are reserved in all respects by Big Easy Software.

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BIG EASY ONE may contain a feature that will enable you to show geolocation information on your website, using the Google Maps API service. This License does not grant you a license or any rights to the "Google Maps API". If you choose to use Google Maps in connection with BIG EASY ONE's address field feature, you must obtain an API Key directly from Google. You are solely responsible for compliance with the Google Maps API Terms of Service and any other applicable Google licensing requirements related to your use or implementation of the Google Maps API. You are solely responsible for any and all fees that Google may assess related to your use or implementation of the Google Maps API.

2 CONFIDENTIALITY

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to it that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as

proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, Licensee shall treat any source code for the Software as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without Big Easy Software's prior written permission. Each party's obligations under this Section 4 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

3. GOVERNING LAW

This Agreement and the licenses granted hereunder will be governed by the law of the England, United Kingdom without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by such good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court or competent jurisdiction in Boston, Massachusetts, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is to be held unenforceable, such holding will not affect the validity of the other provisions hereof. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

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You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Big Easy Software's prior written consent.

5. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications regarding the subject matter hereof, and may only be amended by a written agreement between the parties. Use of any purchase order or other Licensee document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect.

6. NO WAIVER

Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

7. SEVERABILITY

If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions.

8. NO USE BY COMPETITOR VENDORS

Individuals and companies that are competitive or component vendors are not allowed to use the Software without the express permission of Big Easy Software.

9. SURVIVAL

This Article III, all provisions of this Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any terms or provisions of this Agreement which, by their nature, are intended to survive termination or expiration, shall survive termination or expiration of this Agreement.

10. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION

OF THE SOFTWARE, BY LOADING OR RUNNING THE SOFTWARE, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN BIG EASY SOFTWARE AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.

Signed

Name

Company

Date