

**3B Alliance, LLC**  
**End User Licensing Agreement (EULA) for**  
**Aretex™ eCommerce Services (AretEX)**

This End User License Agreement (EULA) constitutes a contractual agreement between you, the business end user ("client" or "licensee") and 3B Alliance, LLC ("owner," "3B Alliance," or "3BA"), an Alabama corporation located at 1956-J University Blvd. S. #372, Mobile, AL 36609.

PLEASE READ ALL DOCUMENTS THOROUGHLY AND MAKE SURE LICENSEE UNDERSTANDS THEM BEFORE ACCEPTING THEM.

THIS EULA IS SUPPLEMENTAL TO THE 3BA GENERAL TERMS AND CONDITIONS, COLLECTIVELY BEING THE "LICENSE AGREEMENT". ACCESS TO AND USE OF WEB SERVICE(S) IN ANY MANNER, INCLUDING BROWSING OR ACCESSING ANY 3BA WEB SITE, CONSTITUTES LICENSEE'S ACCEPTANCE OF AND AGREEMENT TO THIS LICENSE AGREEMENT. IF THERE IS ANY CONTRADICTION BETWEEN THIS EULA AND THE 3BA GENERAL TERMS AND CONDITIONS, THIS EULA SHALL TAKE PRECEDENCE IN RELATION TO AND USE OF ARETEX.

ADDITIONAL AGREEMENTS MAY APPLY FOR SOFTWARE ADAPTERS SPECIFICALLY DESIGNED TO ENHANCE THE LISENCEE'S USE OF ARETEX. IN THAT CASE THE ADDITIONAL AGREEMENT(S) BECOME ADDITIONAL PARTS OF THIS LICENSE AGREEMENT. IF NO ADDITIONAL AGREEMENT(S) IS SUPPLIED BY 3BA, THIS LICENSE AGREEMENT SERVES AS THE EULA FOR THE USE OF THE ADAPTER. (ADAPTERS SUPPLIED OUTSIDE OF 3BA OWNERSHIP ARE NOT BOUND BY THIS EULA, NOR CAN THE OPERABILITY OR SECURITY OF ARETEX BE WARRANTIED.)

IF LICENSEE DOES NOT ACCEPT THIS LICENSE AGREEMENT OR DOES NOT WISH TO BE BOUND IT, LICENSEE MUST IMMEDIATELY CEASE ACCESS TO AND USE OF THE 3BA WEB SITE AND WEB SERVICE(S) MADE AVAILABLE THEREIN. ACCESS TO AND USE OF 3BA WEB SITES AND THE CORRESPONDING WEB SERVICES ARE AUTHORIZED ONLY UPON ACCEPTANCE OF THIS LICESNSE AGREEMENT.

THE ACCEPTANCE PROCEDURE FOR THIS LICENSE AGREEMENT IS MADE AVAILABLE TO LICENSEE IN THE USER INTERFACE DURING THE INITIAL LICENSE SETUP AND IS ASSUMED THROUGH USE OF THE WEB SITE AND WEB SERVICE(S) THEREAFTER.

## **Article I**

### **Definitions and General License**

#### **Definitions**

**Provider(s)** – means third-party providers of content and services included within the AreteX software service including data and software providers and software services.

**Web Service(s)** – in addition to AreteX, means a collection of computing services that make up a cloud computing platform offered over the internet and information, resources, or services provided through the AreteX web service. This includes but is not limited to software and features, data, text scripts and markup code, patches, publically available programming interfaces and JavaScript libraries, and documentation.

**Owner(s)** – The Owner of AreteX, who is licensing AreteX, through intermediaries or directly, is 3B Alliance, LLC, located at 358 Dogwood Dr., Mobile, AL 36609. An intermediary Licensor is a licensed Distributor, acting as its own business, but not an Owner of AreteX, nor a subsidiary of or partially or fully owned by 3B Alliance, LLC.

#### **End User Licensing Grant**

The Owner of AreteX grants the Client a nontransferable, non-exclusive license to use, access, and view, (without ownership) AreteX web services. Client may not assign, transfer, or pledge its rights, responsibilities or obligations arising under this Licensing Agreement without the express, written permission of Owner through the Distributor.

Client may integrate other functionality upon the AreteX software installed upon Client's server, for use in conjunction with AreteX functionality. However, Owner shall not be responsible for adverse affects or loss of Client revenue when Client related modifications are made to AreteX. Further, when 3BA modifications are made to all AreteX installations, as a part of AreteX upgrading (and no matter the length of time accrued between Client modification and 3BA modification), Owner shall not be liable or responsible for adverse affects or loss of Client revenue.

Client shall have in place an enforceable Licensing Agreement with its third-party customers, which includes terms and conditions to protect the intellectual property rights of Owner and its Provider(s), as well as restricts and specifically prohibits further distribution of AreteX for Commercial or Noncommercial Use without the express, written permission of the Owner. The Owner, through the Distributor, shall have the right to review and approve the terms and conditions of Client's agreement with its third-party customers or clients.

The remuneration to be paid by Client shall be in the form of licensing, set up, training, marketing, and usage fees, paid directly to Owner, and/or Master Distributor, and/or Distributor through AreteX. This compensation is outlined in the Schedule of Fees delineated within Client's licensed installation and is part of this overall agreement and incorporated herein by reference.

At no time shall fees and costs be collected outside of AreteX. Evidence of collections taken without using the AreteX platform shall constitute grounds for Licensee default and Distributor Licensing Agreement termination.

Products or services sold or licensed to customers that do not consume AreteX resources nor utilize AreteX services are not subject to this restriction.

### **Ownership**

Web Services provided as AreteX, related add-ons, and any content provided therein are licensed to Client subject in this License Agreement. In some instances Web Service(s) may be freely available to the Client, but they are not in the public domain unless specified as such. Unless specifically stated in writing, this License Agreement does not transfer any rights to sell, prepare derivative works from, or to acquire ownership interest in AreteX.

**Provider(s) Content** - When using Web Service(s), the Client may have the opportunity to leave the AreteX web services to access and download additional content provided by Provider(s), including software, data, etc. Client acknowledges that Provider(s) content is solely the responsibility of the Provider(s). This License Agreement does not convey to Client any rights to access or use (including copying, distributing, creating derivative works from, or publically displaying) Provider(s) content. Access and use of Provider(s) content may require that Client agree to different or separate agreements, conditions, and restrictions. Agreeing to any such terms will be between Client and Provider(s) and will not affect this License Agreement.

**Links to Provider(s) Sites** - Links to Provider(s) go to web sites owned and operated by Provider(s). These sites are not under Owner's control and Owner is not responsible for information (regardless of how it is transmitted or received) or services provided by Provider(s) web sites. Any links to Provider(s) web sites do not represent warranties of the quality of services provided by such Provider(s).

**Copyright and Trademark Policy** - The Owner and Distributor reserve the right to respond to notices of alleged copyright or trademark infringement that comply with applicable international intellectual property law (including in the United States the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers, as applicable. It is expected that Client will emplace equally stringent copyright or trademark safeguards.

## **Article II General Provisions**

**Privacy and Personal Accounts** - AreteX requires certain information, configuration data, and personal information to access select software and Web Service(s). AreteX will collect and use this information in accordance with the Distributor's Privacy Policy and Terms and Conditions, which the Client must agree to. The Distributor's Privacy Policy and Terms and Conditions for the use of AreteX and all attached software and services

shall reflect the Owner's documents and may be more stringent, but not less so. Owner reserves the right to occasionally check that these provisions are in place.

**Passwords and Account Information** - Some parts of AreteX require Client to create and use personal information to access and use AreteX or Web Service(s). Client is responsible for maintaining the confidentiality of all passwords and account information and is fully responsible for activities that occur under Client's use.

Further, Owner and Distributor reserve the right to monitor and audit the use of AreteX by Client at any time and take any appropriate measures in a legal capacity to enforce the terms and use of this Licensing Agreement.

**Modifications** - Owners of AreteX reserve the right to change content provided in and access to Web Services at any time without notice to Client. This may be done at the Owner's discretion for any reason including but not limited to legal compliance, change in technological or aesthetic development, or other internal business or legal considerations. Owners will not be responsible for adverse affects that result from changes or modifications made by Client upon that portion of AreteX that operates from the Client's server.

Client also acknowledges and agrees that while 3BA may not currently have set a fixed upper limit on the number of transmissions Client may send or receive through AreteX or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by 3BA at any time, at 3BA's discretion.

**Indemnification** - To the extent permitted by law, Client agrees to defend, indemnify, and hold harmless the Owner and Distributor, its subsidiaries and Provider(s); officers, agents, co-branders from any claim or demand, including reasonable attorneys' fees made by any third party due to, or arising out of Client's use.

### **Term and Termination**

**Term.** The term of this License Agreement shall be perpetual or as agreed upon in separate document(s) attached to or stored with this Licensing Agreement for purposes of installing additional functionality using Adaptors, Couplers, or other software services.

**Termination by Client.** Client may terminate this license agreement by sending a "Termination Letter" to the Owner and Distributor, expressing clearly the Client's intent to terminate the License Agreement. Client will cease and discontinue use of AreteX and related Web Service(s) upon or before sending the letter. Continued use of AreteX and related Web Service(s) constitutes acceptance and agreement to this License Agreement.

**Termination by Owners.** Owner or Distributor of AreteX may terminate this License Agreement if Client breaches the terms and conditions of this License Agreement through action or inaction. At this point the Owners of AreteX will have no obligation to continue to store any Client content or permit Client to retrieve the same.

### **Article III Representations and Warranties**

AreteX has been crafted with the ideas of quality, timeliness and efficient service in mind. The software uses state-of-the-art conceptualizations and development to produce deployable answers to business transaction needs over the Internet. However, a number of factors outside of AreteX Services control will contribute to each and every transfer of information and service.

The Owner and Distributor make no representation or warranty regarding the time needed to complete processing transactions using AreteX, including but not limited to, delays in the banking system or the U.S. or international mail service, nor shall the Owner be liable for any actual or consequential damages arising from any claim of delay.

Additionally, Owner, Distributor, and AreteX Provider(s) shall not be responsible for nor liable for any delay or failure to perform their obligations or any loss of profit under this agreement where such delay or failure results from any cause beyond their reasonable control, including, but not limited to,

A) Payments made or goods sent to unintended recipients or for payments made or goods sent in incorrect amounts due to the input of incorrect information by Client or its customers;

B) Acts of God; labor disputes or other industrial disturbances; electrical or power outage; utilities or telecommunication failures; earthquake, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; or war.

C) Technology or digital communication upgrades by third-party Providers integrated into AreteX which adversely affect AreteX functionality.

In no event shall the Owner or Distributor be liable for

A) Damages caused other than by intentional misconduct;

B) For any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy) arising out of or in any way related to your use of or inability to use AreteX services, even if the Owner and Distributor have been advised of the possibility of such damages.

C) Any act or omission of any third party (whether customer or provider) or any circumstances beyond the Owner's or Distributor's control.

## **Article IV Regulatory Issues**

### **Resolution of Disputes**

The Owner and/or Distributor will attempt to resolve all disputes arising out of this Licensing Agreement in a spirit of cooperation and without formal proceedings. Any dispute, which cannot be so resolved, will be subject to arbitration upon written demand of either party. The parties agree to arbitrate this matter prior to any state, federal, or international court action. The arbitration will take place in Mobile, AL before a single arbiter under the auspices of the American Arbitration Association (AAA) Commercial Arbitration Rules currently in effect at the time. Alabama law will be applied in the arbitration and any other subsequent legal hearings. This Licensing Agreement shall be governed and interpreted in accordance with the laws of the State of Alabama.

The arbiter shall not have the authority to award punitive damages or any other form of relief not contemplated in the Licensing Agreement. The arbiter will render a written opinion setting forth the basis upon which he or she arrived at the decision regarding each issue submitted to arbitration. The decision of each issue submitted to arbitration will be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. The parties expressly agree that any award rendered by the arbiter may be entered and made a full and final judgment in the dispute between the parties in any court of competent jurisdiction.

Should any legal action permissible under this Licensing Agreement be instituted to enforce the terms and conditions of this Licensing Agreement, in particular the right to collect money due, the prevailing party will be entitled to recover reasonable attorney's fees and expenses. Parties may modify the dispute clause only through a stipulation signed by both parties.

If 3BA does not exercise or enforce any legal right or remedy which is contained in the License Agreement (or which 3BA has the benefit of under any applicable law), this will not be taken to be a formal waiver of 3BA's rights and that those rights or remedies will still be available to 3BA.

**Change of Client Ownership** - In the event of a change of ownership or signatory of the Client, Client must notify the Owner and Distributor in writing of changes with the understanding that this Licensing Agreement will be reviewed and will require the new Client to execute a new Licensing Agreement with the Owner and Distributor.

### **Federal and State Regulations**

The Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries, terrorists, international narcotics traffickers, and those engaged in activities related to the proliferation of weapons of mass destruction. OFAC acts under Presidential wartime and

national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. Owner and Distributor comply with these regulations. In accordance, it is a misuse of AreteX and its Provider(s) to transfer money or goods to any entity listed or residing in any country that is listed on the OFAC sanction list. Misuse in this way is cause for termination of this License Agreement.

The Gramm-Leach-Bliley (GLB) Act, a federal law, requires that financial institutions (including internet systems which handle the transfer of sensitive financial and account information) take steps to ensure the security and confidentiality of this kind of customer data. Again, the Owner and Distributor comply with this regulation and the associated ecommerce practices. Any activity, using AreteX, which infringes upon non-compliance with federal law or statute is cause for termination of this Licensing Agreement.

As part of the federal and state regulations of which the Owner and Distributor are subject, Owner and Distributor may be subject to cooperate with and participate in investigations of Client. Because of the foregoing, Client agrees and understands that Owner and Distributor may be required by appropriate authorities to make disclosures of Client information and transactions to federal, state, and banking authorities and if requested, the Owner and Distributor will cooperate with and participate in these investigations. Unless otherwise prohibited by law, such disclosure may include, without limitation, company and administrator information, transaction information, IP address, communications and usage history.

#### **Acceptable Use Policy**

The types of conduct outlined in this section are grounds for immediate suspension of service pending investigation, and may result in termination of license of any and all accounts held through licensing agreements which are associated with these violations.

Client will be held responsible for the actions of Client's business relationships (including referrers, associates, clients, partners, etc.) that impact the Owner and Distributor. Client cooperation is necessary to insure that those involved in these relationships comply with mutually agreed upon Acceptable Use Policy or Procedures. If Client or any of Client's business relationships violate these policies or procedures, Owner and Distributor expect Client to make certain that they immediately cease the non-compliant action or that Client discontinues association with said business relationship(s). Continuing violations by Client or Client's business relationship(s) may result in the Owner's or Distributor's, at their sole discretion, terminating services forthwith as set below.

Any of the following actions may result in the immediate termination of a Client (End User) License in whole:

- Any unauthorized attempts, whether successful or not, by a licensee to gain access to any account or login not belonging to that user.

- Attempts to interfere with the regular workings of the AreteX systems or network connections or which adversely affect the ability of other licensees or systems to use the AreteX services.
- Participation in any activity that violates any local, state, U.S., or international law or regulation.
- Any attempt to use a different name on licensee payments other than as used in the normal course of the licensee's business operations, as per the information provided at AreteX installation or subsequent update and as is stored within the internal listings and procedures for AreteX use.
- The inclusion of Owner or Distributor on any list of known fraudsters, terrorists or money launderers.
- The inclusion of Owner's or Distributor's name on any Office of Foreign Assets Control's Specially Designated Nationals list.
- The inclusion of Owner's or Distributor's names on any lists from third party vendors that track links between persons regarded as high-risk owing to negative reports in the media about them or in public records.
- Any attempt to display, sell, or transfer materials that violate or infringe any third party copyright, trademark, right of publicity, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening.
- Reproduction, presentation, or transmission of any material in violation of any local, state, U.S., or international law or regulation.
- The posting or display of any images or wording that instructs users how to make or perform devices or situations that may violate any state, federal, or international law.

The Owner and Distributor do not allow any licensee to use AreteX services for purposes of money laundering and in the event that the Owner or Distributor suspect that licensees are utilizing the services for this illegal purpose, the licensee's agreement will be terminated. Constant due diligence of licensee activity by the Distributor is expected to enforce the provisions and prohibitions contained herein.

The Owners may modify their Acceptable Use Policy contained here in any way, at any time. Distributor changes of Acceptable Use Policy must incorporate relevant changes to this Licensing Agreement Acceptable Use Policy.

### **Licensing and Taxes**

Each licensee of AreteX services is required to provide the Distributor its Taxpayer Identification Number upon request. It is the Client's responsibility to determine what, if any, taxes apply to payments made or received and to collect, report, and remit the correct taxes to the appropriate taxing authority. The Owner or Distributor are not obliged to determine whether taxes apply, and are not responsible to collect, report, or remit any taxes arising from the Client's business.

By accepting the provisions, terms and conditions as outlined in this Licensing Agreement, Client attests it holds all of the necessary licenses and permissions to engage in its lawful business.



## **Article V Confidentiality and Confidential Information**

Owners, Distributor and Client agree that the protection of confidential information is vital to the business success of all parties and thus they desire to ensure the duties and obligations necessary to ensure the best protection of confidential information belonging to each party.

1) The Confidential Information to be disclosed can be described as and includes, but is not limited to:

Invention description(s), banking information, technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

2) A recipient shall limit disclosure of Confidential Information within its own organization to its partners, members, employees, and/or independent contractors having a need to know.

3) This Licensing Agreement imposes no obligation upon recipients with respect to any Confidential Information that

- a) was in the recipient’s possession before receipt from any discloser;
- b) is or becomes a matter of public knowledge through no fault of the recipient;
- c) is rightfully received by a recipient from a third party not owing a duty of confidentiality to the discloser;
- d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of disclosure; or
- e) is independently derived by the recipient.

4) The Owner and Distributor shall not be liable for disclosure of Confidential Information if made pursuant to a bona fide government inquiry, investigation or in response to a valid order of a court or authorized agency of the government.

5) Nothing in this Licensing Agreement shall be construed to convey any title or ownership rights to the Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Confidential Information. Neither party shall, in whole or in part, sell, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in this Licensing Agreement. Each party shall take every reasonable precaution, but no less than

those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

6) Neither party shall reverse engineer any aspect of the other party's Confidential Information including software systems, programs or other electronic systems and this prohibition prevents either party from any effort or attempt to disassemble, decompile, or otherwise apply any procedure or process in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings or any algorithm, process, procedure or trade secret information contained in the Confidential Information provided by a party.

7) Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

8) Notwithstanding the provisions of this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by one party to the other party improving an aspect of the Confidential Information shall be owned by the party that owns the improved Confidential Information and the contributing party hereby agrees to assign any such rights to the receiving party.

## **Article VI Miscellaneous Provisions**

**Default** – Any form of violation by the Client to the provisions, conditions, and terms of this Licensing Agreement will be considered in Default. In any situation of Default, the Owner or Distributor may terminate this Licensing Agreement immediately with or without notice.

**Assignment** – Client's obligations under this Licensing Agreement are not transferable, either through acquisition, merger, assignment, or any other legal or illegal method without express written consent of the Owners. The Owner may assign its rights and responsibilities upon notice to the Client. In the event that Client attempts to make an assignment in contradiction to this provision, the Owner or Distributor may declare an immediate default and terminate this Licensing Agreement.

**Notice** – Notice to the Owner, Distributor, and to the Client shall be sufficient when received by the other through official email address, facsimile telephone number or mailing address. All parties reserve the right to change the official address for notice and shall immediately provide updated contact information when applicable.

**Validity** – Should any one or more provisions of this Licensing Agreement be found to be invalid, illegal or unenforceable for any reason, such finding shall not affect or invalidate any other provision herein.

**Relationship of the Parties** – Distributor and Clients are independent businesses and will have no power or authority to assume or create any obligation or responsibility on behalf of 3B Alliance, LLC. This Licensing Agreement will not be construed to create or imply any partnership, agency, or joint venture.

**Entire Agreement** – This Licensing Agreement and all applications, attachments, and other related documents contained herein, constitute all parties' entire understanding and supersedes any oral representations, understandings and offers related to the subject matter hereof.

**Enforcement Costs** – Should Owner, Distributor or Client need to employ an attorney to enforce the rights and obligations contained herein, said party shall be entitled to recover as damages, reasonable attorney fees and costs of collections.

**Binding Agreement** – This Licensing Agreement shall bind and inure to the heirs, executors, administrators, successors and assigns of all parties.