

END USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT (THE “EULA”) CAREFULLY BEFORE ACCEPTING. THE TERMS AND CONDITIONS OF THIS EULA ARE BETWEEN YOU (REFERRED TO HEREIN AS “YOU,” “YOUR,” OR “LICENSEE”) AND THIRDLINE, INC., A DELAWARE CORPORATION (“THIRDLINE”). YOU AS THE LICENSEE ARE ONLY AUTHORIZED TO ACCEPT THE TERMS OF THIS EULA SUBJECT TO A MASTER BUSINESS AGREEMENT, SALES AGREEMENT ORDER FORM, PROFESSIONAL SERVICES ORDER FORM, OR OTHER SIMILAR AGREEMENT (THE “THIRDLINE AGREEMENTS”) THAT AUTHORIZES YOUR USE OF THE THIRDLINE SOFTWARE UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS USED IN THE BODY OF THIS EULA HAVE THE MEANINGS SET FORTH IN SECTION 1 BELOW.

BY ACCEPTING THIS EULA, YOU ARE AGREEING ON BEHALF OF YOURSELF OR THE PERSON OR THE ENTITY USING THIS THIRDLINE SOFTWARE (THE “THIRDLINE SOFTWARE”) THAT YOU ARE AN AUTHORIZED USER UNDER THE THIRDLINE AGREEMENTS AND THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE EULA OR, IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE ENTITY AUTHORIZING YOUR USE PURSUANT TO THE THIRDLINE AGREEMENTS, THEN DO NOT USE THIS THIRDLINE SOFTWARE.

THIS EULA GOVERNS YOUR USE OF THIS THIRDLINE SOFTWARE. TO USE THE THIRDLINE SOFTWARE, YOU MUST INDICATE YOUR ASSENT TO THE EULA BY CLICKING “I AGREE.” OR SIGN BELOW. UNLESS AND UNTIL YOU HAVE AGREED TO BE BOUND BY ALL OF THE TERMS OF THE EULA, YOU HAVE NOT BECOME A LICENSEE OF, AND ARE NOT AUTHORIZED TO USE, THIS THIRDLINE SOFTWARE.

1. Definitions. The following are definitions governing this EULA:
 - a. “Effective Date” means the day that you first use the Thirdline Software.
 - b. “Modifications” means any work based on or incorporating all or any portion of the Thirdline Software, including, without limitation, modifications, updates, enhancements, customizations, supplements and any derivative works made to the Thirdline Software.
 - c. “Thirdline Software” means the Thirdline product or service that Thirdline makes available to you for use pursuant to the Thirdline Agreements, with which this EULA is included as part of the installation process, together with all related documentation or materials and Modifications provided by Thirdline to you in connection with such product or service.
2. License. Subject to the terms and conditions of this EULA, Thirdline grants to you a limited term, non-exclusive, non-transferable license to access and use the Thirdline Software solely for use in accordance with the Thirdline Agreements and this EULA. Thirdline owns all right, title, and interest in the Thirdline Software, including all copyrights, trademarks, patents and trade secrets. The terms and conditions of this EULA applies to any Modifications, unless Thirdline provides you with additional or different terms along with the Modifications. You may not: (a) reproduce, display, download, modify, create derivative works of or distribute the Thirdline Software, in whole or in part, or make any Modifications; (b) attempt to reverse engineer, decompile, disassemble or access the source code for the Thirdline Software or any component thereof; (c) permit any other party to access the Thirdline Software; (d) transmit the Thirdline Software, in whole or in part, electronically by any means; or (e) access the Thirdline Software via any means other than over the Internet using authorized login credentials. This EULA does not grant you any right to use the Thirdline Software, or any part of the Thirdline Software other than as authorized in this EULA and the Thirdline Agreements. You acknowledge that all license fees due for use of the Thirdline Software have been fully paid in accordance with this EULA and the Thirdline Agreements. Thirdline retains the right to immediately terminate access to the Thirdline Software if license fees are not paid when due.

3. Ownership; Feedback. You agree that Thirdline owns all rights, title and interests in the Thirdline Software and any and all Modifications thereto, including all intellectual property rights associated therewith or embodied therein. Thirdline shall have the right to contact you as necessary to obtain any suggestions, enhancement requests, recommendations, code contributions or other feedback you might have related to the use and performance of the Thirdline Software (“Feedback”). While Thirdline encourages such Feedback as a way to make Modifications or to improve its products and services to you and other customers, it has no obligation to respond to or act upon such Feedback. You acknowledge that Thirdline retains any and all ownership rights to Feedback including the exclusive right to use and incorporate such Feedback as part of any Modifications or into any product or service offered by Thirdline. Feedback is provided at no cost or charge to Thirdline. You hereby assign and transfer to Thirdline any and all proprietary or intellectual property rights you might have in such Feedback.
4. Support. Thirdline may offer support services pursuant to a separate written agreement. No support services are offered under this EULA.
5. Third-Party Materials. The Thirdline Software may include content, data or other materials, including related documentation, that are owned by individuals or legal entities other than Thirdline and that are provided to you on terms that are in addition to and/or different from those contained in this EULA. You are responsible for compliance with any third party licenses and any breach of such third party licenses or misuse of third party materials is a breach of this EULA. To the extent you use the Thirdline Software to transmit, manage, or create materials or content you represent and warrant that you own or otherwise have the legal rights to use such materials and content and that your use will not infringe, misappropriate or otherwise violate any proprietary, intellectual property, or privacy right of any third party, or violate any applicable law. You are solely responsible for obtaining the legal rights to make use of such content, materials, and any derivative works used with the Thirdline Software.
6. Warranty Disclaimer. THE THIRDLINE SOFTWARE IS PROVIDED “AS IS” ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Thirdline is not responsible for any interruption in services or unavailability of the Thirdline Software resulting from Internet failures, your inability to access the Internet, or inadequate bandwidth in your Internet connection.
7. Limitation of Liability. IN NO EVENT WILL THIRDLINE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS. THIS NON-LIABILITY FOR DAMAGES APPLIES WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR ANY OTHER SUCH THEORY, EVEN IF THIRDLINE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THIRDLINE'S TOTAL LIABILITY EXCEED THE GREATER OF: (a) THE FEES PAID TO THIRDLINE FOR YOUR ACCESS IN THE PRIOR 12 MONTH PERIOD, OR (b) U.S. \$5.00. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.
8. Term and Termination. This EULA commences on the Effective Date and continues until and unless otherwise terminated in accordance with its terms or the terms of a Thirdline Agreement.
9. Export Restrictions. You acknowledge that Thirdline Software is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Thirdline Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.
10. Publicity. You shall not use Thirdline’s name or logos without the prior written consent of Thirdline. Notwithstanding the foregoing, Thirdline may include your name on a customer list.
11. Indemnification. You will indemnify, defend, and hold harmless Thirdline its directors, officers, employees, representatives and agents from and against, any and all claims, losses, damages and expenses, including attorney's fees, arising from a third party claim to the extent that such third party claim is based on your use of any content or materials, a breach of this EULA or the Thirdline Agreements, or your negligence or other act or omission in connection with use of the Thirdline Software.

12. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, Thirdline may assign this EULA in its entirety, without the consent of the other party, to its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this EULA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section 12 shall be void.
13. Relationship of the Parties; No Third Party Beneficiaries. The parties are independent contractors, and nothing in this EULA or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. There are no third party beneficiaries to this EULA.
14. Choice of Law and Jurisdiction; Attorney's Fees. The parties agree that any legal action arising under or relating to this EULA must be maintained in the state and federal courts located in the State of Oklahoma. The laws of the State of Oklahoma govern this Agreement, excluding the body of laws concerning conflict of laws. In any action related to this EULA, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorney's fees and reasonable costs.
15. Entire Agreement. This EULA, along with the Thirdline Agreements, contains the entire agreement and understanding of the parties concerning the subject matter of this EULA. In the event of any inconsistency or conflict between this EULA and any Thirdline Agreements, the terms of this EULA shall prevail as it relates to your use of the Thirdline Software.
16. Waiver/Severability. The waiver of any breach or default under this EULA does not constitute the waiver of any subsequent breach or default. If any provision of this EULA is held to be illegal or unenforceable, it shall be deemed amended to conform to applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this EULA shall continue in full force and effect.