emaConnect
End User License Agreement
Release Version X.X

By using OptConnect's emaConnect software ("emaConnect") that you have elected to install on your device ("Customer Device"), you agree to the terms of this End User License Agreement ("EULA") between you and OptConnect Management, LLC ("OptConnect" or "we"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE EMACONNECT AND AGREE TO PROMPTLY REMOVE IT FROM THE CUSTOMER DEVICE.

OptConnect is willing to grant you, or if you represent a corporation or entity, that entity ("you" or "User") the right to access and use emaConnect provided you agree to the terms of this EULA. This EULA gives you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this EULA will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of this EULA may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING EMACONNECT, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT.

1. License.

Subject to the terms of this EULA, OptConnect grants to you a limited and nonexclusive license (without the right to sublicense) to execute one (1) copy of emaConnect, in executable object code form only, for each and solely on the Customer Device that you own or control and solely for use in conjunction with the Customer Device.

2. Restrictions.

You agree not to, and you will not permit others to: (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit emaConnect or make emaConnect available to any third party, (b) copy or use emaConnect for any purpose other than as permitted in Section 1, (c) use any portion of emaConnect on any device or computer other than the Customer Device that you own or control, (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in emaConnect, or (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of emaConnect (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact OptConnect and provide OptConnect an opportunity to create such changes as are needed for interoperability purposes). You may not release the results of any performance or functional evaluation of any of emaConnect to any third party without prior written approval of OptConnect for each such release.

3. Automatic Software Updates.

OptConnect may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of emaConnect and related services ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to stop using the emaConnect. If you do not cease using emaConnect, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use emaConnect and you agree to promptly install any Updates OptConnect provides. Your continued use of emaConnect is your agreement to this EULA.

4. Proprietary Rights.

4.1. OptConnect Intellectual Property. As between the parties, OptConnect retains all right, title and interest in and to emaConnect, including without limitation, all intellectual property rights in and to the software and documentation underlying emaConnect, and User receives no right, title or interest to emaConnect other than the express rights granted in EULA. You agree you will not remove or obliterate any copyright, trademark or proprietary rights notice of OptConnect or its licensors from emaConnect or any associated documentation.

4.2. User Intellectual Property. All User Data shall remain your property, and OptConnect (and its third-party vendors) shall only have the right to possess and use the User Data in relation to this EULA, and for internal purposes, including to improve its Customer Devices and services.

4.3. Notice to United States Government End Users. If User is the U.S. Government or if User is a contractor or subcontractor (at any tier) of the U.S. Government and is licensing emaConnect for use by the U.S. Government or in connection with any contract or other transaction with the U.S. Government, User acknowledges that the software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the applicable acquisition regulations. The terms and conditions of EULA are fully applicable to the Government's use and disclosure of emaConnect and associated documentation, and shall supersede any conflicting terms or conditions.

4.4. Suggestions and Feedback. In the event that you provide us with any comments, suggestions or other feedback with respect to emaConnect, we have the right, but not the obligation, to use such feedback in any way without restriction or obligation to you. OptConnect shall be the exclusive owner of, and shall be free to use for any purpose, any ideas, concepts, know-how, or techniques resulting from the feedback, including, without limitation, any modifications or enhancements to emaConnect.

5. Confidentiality and Data Security Obligations. Each party agrees that, during and following the Term, such party shall (i) take reasonable steps, at least substantially equivalent to the steps it takes to protect its own confidential information, to protect the other party's Confidential Information from unauthorized access, copying, or use; (ii) not disclose, except under a binding confidential disclosure agreement as restrictive as the confidentiality terms hereunder, or use the other party's Confidential Information, and then only in performance of the EULA; and (iii) return or, at the request and instruction of the disclosing party, destroy, and certify that it has destroyed, all material embodying the other

party's Confidential Information. These obligations shall not apply with respect to any portion of a disclosing party's Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving party; (b) entered the public domain through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party without a duty of confidentiality; (d) is independently developed by the receiving party without reference to or incorporation of the other party's Confidential Information; or (e) is disclosed under operation of law. "Confidential Information" means information relating to or disclosed in connection with EULA, which is, or should be reasonably understood to be, confidential or proprietary to a party, including, but not limited to, the terms of the EULA, pricing, User Data, emaConnect (including all associated documentation, screen shots and development plans), and all security information.

6. Warranties.

6.1 User Warranty. User represents, warrants and covenants that (i) it has the right and authority to enter into this EULA and to use and disclose the User Data and other information or materials provided by or on behalf of User hereunder; (ii) it will obey all applicable laws, rules and regulations in the use of emaConnect; and (iii) to the best or User's knowledge, the User Data will contain no Viruses.

6.2 OptConnect Warranty. OptConnect represents, warrants and covenants that (i) it has the right and authority to enter into EULA; (ii) emaConnect will operate in substantial accordance with its specifications; (iii) any open source software incorporated into emaConnect complies with the applicable license terms and will not require disclosure, licensing or redistribution of User's proprietary software; and (iv) to the best of OptConnect's knowledge, emaConnect contains no Viruses. OptConnect's sole obligation and User's sole and exclusive remedy for any breach of this Section 6.2 is for OptConnect to repair emaConnect. OptConnect does not warrant that: (a) emaConnect will be uninterrupted or error-free, or (b) emaConnect will operate in combination with other hardware or software, other than hardware and third-party software approved or recommended by OptConnect in writing.

6.3 Mutual Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES MAKE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND MERCHANTABILITY.

6.4 Support. Except as set forth in this Section 6, or as otherwise set forth in a separate written agreement, OptConnect has no obligation to support emaConnect or to provide Updates. OptConnect may provide support, updates, and upgrades that are not required under EULA to you at its convenience. Any updates, upgrades and any other repairs, replacements or modifications to emaConnect made available to you will be subject to the terms and conditions of EULA applicable to emaConnect.

7. Mutual Indemnification.

7.1. Indemnification by OptConnect. OptConnect shall indemnify, defend and hold harmless User and its officers, directors, employees and representatives from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including

reasonable attorneys' fees and expenses incurred in investigation or defense (collectively, "Damages"), to the extent such Damages arise out of or relate to a claim that emaConnect infringes, misappropriates, or otherwise violates any third party's U.S. intellectual property rights. OptConnect shall have no obligation for any claim under this Section 7.1 to the extent such claim is based on: (i) any use of emaConnect outside the scope of EULA or any other material breach of EULA by User, (ii) any unauthorized modification of emaConnect by User, (iii) any combination of emaConnect, to the extent the claim arises from such combination, or (iv) any use of emaConnect after OptConnect's notice to User that it cease such use as a result of such claim. If User's use of emaConnect in accordance with this EULA is, in OptConnect's sole opinion, likely to constitute an infringement of a third party's intellectual property rights, then OptConnect may promptly and at its own expense, (a) procure for User the right to continue accessing and using emaConnect; or (b) modify or replace emaConnect (without materially detracting from its overall performance) so as to avoid the infringement. If neither of the foregoing alternatives is, in OptConnect's sole opinion, commercially reasonable, OptConnect may immediately terminate the EULA. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FOREGOING STATES OPTCONNECT'S ENTIRE LIABILITY TO USER IN RESPECT TO ANY CLAIM UNDER THIS SECTION 7.1, AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS REGARDING INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

7.2. Indemnification by User. User shall indemnify, defend and hold harmless OptConnect and its officers, directors, employees and representatives from any claims made or threatened by a third party and all related Damages, to the extent such Damages arise out of or relate to a claim that the use or transfer of the User Data violates applicable law.

7.3. Defense and Settlement. A party seeking indemnity (the "Indemnified Party") shall give the other party (the "Indemnifying Party") prompt notice of any such claim made against it for which it is entitled to indemnity hereunder, and shall cooperate with Indemnifying Party in the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that the Indemnifying Party shall control the defense, negotiations and settlement or comprise thereof, except the Indemnifying Party shall not enter into any settlement or compromise which admits the fault of, or necessitates payment by, the Indemnified Party without the consent of the Indemnified Party.

8. Limitation of Liability. EXCEPT FOR WILLFUL MISCONDUCT AND ANY INDEMNITY OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OPTCONNECT BE LIABLE TO USER FOR ANY LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF USER'S USE OF, OR INABILITY TO USE, EMACONNECT. EXCEPT FOR WILLFUL MISCONDUCT AND ANY INDEMNITY OBLIGATIONS UNDER SECTION 7, EACH PARTY'S TOTAL LIABILITY UNDER THE EULA SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID OR PAYABLE BY USER FOR A TWELVE-MONTH PERIOD.

9. Term and Termination.

9.1 Term. OptConnect will provide emaConnect commencing on the date you first accessed emaConnect and so long as you pay the applicable fees under the product and service agreement signed by you unless terminated earlier in accordance with this Section. The term of this agreement will include

any partial month during the first calendar month of paid service and will automatically renew in calendar month increments thereafter until terminated ("Term").

9.2 Termination. Either party may terminate this EULA as follows: (i) if the other party breaches a material obligation under this EULA, and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching party a written notice of the breach and a demand for cure, or (ii) immediately by written notice if the other party files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates.

9.3 Consequences of Termination. User's right to access and use emaConnect will terminate upon expiration of the Term or earlier termination of this EULA as set forth herein, unless renewed. No refund of any prepaid fees by User shall be given by OptConnect upon termination except for a prorated refund of unused fees in the case of termination by User for OptConnect's material breach or as provided in Section 7.1. Upon termination, each party will, at the request of the other party, return (in the same format as provided by the disclosing party) or destroy the Confidential Information of the other. Sections 3, 4, 5, 6.3, 7, 8, 9.3 and 10 shall survive termination.

10. General Terms

10.1. Entire Agreement. This EULA, along with the terms incorporated by reference herein, constitutes the complete and exclusive agreement between OptConnect and User regarding the use of emaConnect and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this EULA. Notwithstanding any language to the contrary therein, no pre-printed terms and conditions in User's purchase order documentation shall be incorporated into this EULA. No failure or delay by either party in exercising any right under this EULA shall constitute a waiver of that right.

10.2. Severability. If any provision of this EULA is found to be invalid or unenforceable, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of any other provision of this EULA.

10.3. Notice. Any notice required by this EULA shall be given in writing and in English and shall be deemed effective upon personal delivery or upon deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address.

10.4. Force Majeure. Neither party will be liable for, or be considered to be in breach of this EULA on account of, any delay or failure to perform as required by this EULA as a result of circumstances beyond the reasonable control of such party, including without limitation acts of God, acts of any governmental authority, Internet or electronic communications failures or delays, war or national emergency, riots, civil commotion, fire, explosion, flood, and epidemic.

10.5. Assignment. Neither party may assign this EULA, or any rights or obligations hereunder, without the consent of the other party. Notwithstanding the foregoing, OptConnect's assignment as part of a merger, acquisition or other change of control shall not require your consent. Any assignment or delegation not permitted under this Section 10.5 shall be null and void. For a permitted assignment,

this EULA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

   10.6. Governing Law; Jurisdiction. This EULA shall be governed by the laws of the State of Utah, without regard to the choice of law principles thereof. OptConnect and User agree and consent to exclusive jurisdiction and venue in the federal and state courts located in Salt Lake County, Utah for all disputes, controversies or claims which arise out of or relate in any way to this EULA.

Attachment:

EXHIBIT A – ACCEPTABLE USE POLICY

<div align="center">**EXHIBIT A - OPTCONNECT ACCEPTABLE USE POLICY**</div>

NO ILLEGAL, HARMFUL, OR OFFENSIVE USE OR CONTENT

You may not use, or encourage, promote, facilitate or instruct others to use emaConnect for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.

Harmful or Fraudulent Activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

NO SECURITY VIOLATIONS

You may not use emaConnect to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

NO NETWORK ABUSE

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

NO E-MAIL OR OTHER MESSAGE ABUSE

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

OUR MONITORING AND ENFORCEMENT

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of emaConnect. We may investigate violations of this Policy or misuse of emaConnect or remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of emaConnect.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

REPORTING OF VIOLATIONS OF THIS POLICY

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please follow our abuse reporting process.