END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

THIS END USER LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is made between **United Software Application, Inc.** (hereinafter referred to as the "Company") and the party that opens this package or uses the software, which accompanies this Agreement (hereinafter referred to as the "User"). This Agreement gives a User the right to access and use **Apex Mobile** (hereinafter referred to as the Products"), as further identified herein, purchased from the Company, its resellers or agents pursuant to a purchase agreement, contract, sales order, invoice or similar document (hereinafter referred to as the "Purchase Contract"). The Company is willing to grant the User the right to access and use the Company's Products only if the User accepts all of the terms of this Agreement, and pays or has paid the Company, its resellers or agents, the full purchase price (to include all applicable taxes and fees) for use of the license to the Products purchased.

By clicking the "I Agree" button and/or accessing the Products, the User acknowledges that User has read this Agreement, understands it, and agrees to be bound by it. If the User does not agree to all of the terms in this Agreement, the user should not access or otherwise utilize the Products because no license shall have been granted thereto.

LICENSE

In consideration of the payment of the purchase price for the right to use Company's Products, and the User's adherence to all provisions of this Agreement, the Company grants the User a personal, non-exclusive, non-transferable, revocable license to access and use the Company's Products covered hereunder for the sole purpose of accessing the Products purchased under the Purchase Contract. The Products also include any other programs, tools, components and any updates (for example, documentation, help content, bug fixes, or other information and releases) related to the Products that Company provides or makes available to you.

RESTRICTIONS

You are not licensed or permitted under this Agreement to do any of the following: rent, loan, resell, distribute, or redistribute the original CD or a copy of the Products to any other person or entity, make the Products available on any file-sharing or application hosting service; electronically send the Product to any other person; copy the printed materials or user documentation accompanying the Product other than as necessary to support the uses permitted above; reverse engineer, disassemble, decompile, or translate the Products, or otherwise attempt to derive its source code or the source code through which the Products is accessed, or authorize any third-party to do any of the foregoing. The license granted hereunder is personal to the User, and any attempt by the User to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and be void.

RESERVATION OF RIGHTS AND OWNERSHIP

The Company's Products are the property of the Company and its licensor(s), if any, and subject, to applicable patent, copyright, trade secrets, trademarks and other proprietary rights. The

Products are licensed, not sold, to the User for use only under the terms of this Agreement, and the Company reserves all rights not expressly granted to the User.

TERMINATION

This Agreement will terminate immediately if the User breaches any term of this Agreement. Further, in the event of a termination or expiration of any agreement between the Company and a third-party content provider or licensor of all or a part of the Products, the User's right to access and use the Products may also terminate or expire without prior notice to User.

CONTENT MAINTAINED BY THE COMPANY

User acknowledges and understands that: (1) the Company may, from time to time, elect to update the Products, but the Company does not warrant or guarantee that any Products or other information accessed through the Company's website(s) will be updated at any time during the term of this Agreement; and (2) the Company does not recommend, warrant or guarantee the use or performance of any third-party product or service described in the Products or elsewhere in the Company's website(s), nor is the Company responsible for malfunction of such products or services due to errors in the Products, the User's negligence or otherwise. User agrees to seek additional information on any third-party product or service from the respective third party. The User covenants that it will use the Products only for its intended use.

WARRANTY DISCLAIMER

 The Company and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support or other services, information, software, and related content through the Product or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

LIMITATION OF LIBAILITY

Except as specifically provided herein, neither the Company, its affiliates, resellers, agents, or licensors, if any, shall be liable for any claim, demand or action arising out of, or relating to, the User's use of the Products or the Company's performance of (or failure to perform) any obligation under this Agreement or for special, incidental or consequential damages, including, without limitation, damages due to lost revenues or profits, business interruption, or other damages caused by User's inability to use the Products, even if the Company, its affiliates, resellers, agents, or licensors have been advised of the possibility of such los or damages, and whether or not such loss or damages is or are foreseeable.

GOVERNING LAW

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of **California** as those laws are applied to contracts entered into, and to be performed entirely in **California** by **California** residents.

AMENDMENTS

It is recommended that User review the Company's website periodically for new or additional terms and changes to this Agreement. Company has the right to change or add to the terms of this Agreement, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Products, including but not limited to, terms, technical support options, and other product-related policies and features, at any time and upon notice by any means Company determines in its discretion to be reasonable. Your continued use of the Products after Company's publication of any such changes shall constitute your acceptance of this Agreement as modified.

WAIVER

No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future unless such waiver so provides by its terms.

ASSIGNMENT

Neither this Agreement nor any of the User's rights or obligations hereunder may be assigned by the User in whole or in part without the prior written approval of the Company. Any other attempted assignment shall be null and void.

SEVERABILITY

If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and same shall remain in effect.

COMPLETE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the Company and the User with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of the Company.

CONTACT INFORMATION

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