

END USER LICENSE AGREEMENT

BP3 Global, Inc. ("BP3") will license its Brazos application and any documentation contained therein ("Software") to the party downloading the Software ("User" or "you"), upon the condition that User accepts all of the terms and conditions of this End User License Agreement ("Agreement") by clicking "I Accept". By clicking the "I Accept" button, you (i) accept this Agreement; (ii) agree to be bound by these terms and conditions; (iii) warrant and represent that the party downloading the Software is authorized to enter into this Agreement on behalf of the entity for which you work ("Company"), if use is by an entity; and (iv) acknowledges that Company has entered into a binding agreement with BP3.

DO NOT USE OR LOAD THE SOFTWARE UNTIL THE FOLLOWING TERMS AND CONDITIONS HAVE BEEN CAREFULLY READ AND AGREED. LOADING OR OTHERWISE USING THE SOFTWARE CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT INSTALL OR USE THE SOFTWARE.

Terms and Conditions

1. Grant of License. Subject to the terms of this Agreement and payment of relevant fees, if applicable, BP3 grants to you a non-exclusive, worldwide license to:
 - a. Demonstrate the Software to your customers and potential customers in conjunction with your products.
 - b. Sublicense the Software to your customers and potential customers solely for the purpose of use in conjunction with your products. Such sublicense must be pursuant to an end user license agreement containing terms and conditions at least as restrictive as those contained in this Agreement. This sublicense right does not include the right for your customers and potential customers to further sublicense the Software.
 - c. Use the Software in conjunction with IBM BPM or other related IBM software products.
 - d. In consideration for BP3 providing sublicensing rights to User, User agrees to the following:
 - i. An introduction to any customer and potential customer that you demonstrate the Software to and any sublicensees of the Software; and
 - ii. Implement a registration page within your product requiring a sublicensee to create a BP3 account by submitting a username, contact name, title, company name, and email address. Notify any customer or potential customer of their ability to directly register for the Software with BP3
 - e. BP3 reserves the right to replace, modify or upgrade the Software at any time. Any such replacement or modified software code or upgrade to the Software offered to you by BP3 shall be considered part of the Software and subject to the terms of this Agreement (unless this Agreement is superseded by a further Agreement accompanying such replacement or modified version of or upgrade to the Software). In the event that BP3 offers a replacement or modified version of or any upgrade to the Software, (i) your continued use of the Software is conditioned on your acceptance of such replacement or modified version of or upgrade to the Software and any accompanying superseding Agreement and (ii) in the case of the replacement or modified Software, your use of all prior versions of the Software is terminated.
2. Use Restrictions. User, directly or indirectly, alone or with any other party, may not:
 - a. modify, change, create derivative works of, disassemble, decompile or otherwise reverse engineer the Software, or remove proprietary legends in the Software.
 - b. distribute, transfer, resell, rent, lease, or loan the Software to any other party, except as described above.
 - c. make the Software available to others in a service bureau arrangement or for any similar commercial time-sharing or third party training use.
 - d. transfer the Software to any third party for outsourcing or any other purpose without the express prior written consent of BP3.
3. User Content. User hereby represents and warrants that any User content provided to BP3 or through the Software is owned by User or User has the right to access and use such content as contemplated herein. Furthermore, User represents and warrants that the User content does not violate the intellectual property or other rights of a third party. User agrees not to submit, deliver, distribute or otherwise upload or download content that (i) infringes upon the rights of any third party or (ii) creates liability for BP3.
4. Ownership. The Software is owned or licensed by BP3. The Software is protected by copyright and other laws of the United States. Except as expressly provided herein, BP3 does not grant any express or implied right to User under BP3 patents, copyrights, trademarks, trade secret or other proprietary rights. BP3 reserves all rights not specifically granted herein.
5. Support. BP3 may, in its sole discretion, provide to User updates to the Software. BP3 is under no obligation to provide User with any updates, support, or maintenance of the Software. Any support shall be provided pursuant to a separate written agreement.

6. Disclaimer of Warranty.
 - a. The Software is provided without warranty in its current "AS IS" condition. BP3 MAKES NO WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
 - b. In addition to the disclaimer of warranties set forth above, it is understood that BP3 makes no representations concerning the completeness, accuracy or operation of the Software. Furthermore, User shall have the sole responsibility for adequate protection and backup of its data used in connection with the Software, and User shall not make any claim against BP3 for lost data, re-run time, inaccurate input, work delays or lost profits resulting from the use of the Software.
7. Limitation of Liability. IN NO EVENT SHALL BP3 BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH EXCEED THE FEES PAID BY USER FOR THE SOFTWARE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL BP3 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
8. Termination. This Agreement is effective until terminated. User may terminate this Agreement at any time by destroying all copies of the Software. This Agreement and the rights granted hereunder will terminate automatically if User fails to comply with terms herein and fails to cure such breach within five (5) days of becoming aware of the breach. BP3 may terminate this Agreement by offering you a superseding Agreement for the Software or any replacement or modified version of, or upgrade to, the Software and conditioning your continued use of the Software or such replacement, modified or upgraded version on your acceptance of such superseding Agreement. Upon termination of this Agreement, User will remove, or certify in writing to the destruction of, the Software from its computer systems. This Agreement shall terminate immediately with respect to any person or entity asserting or threatening to assert any intellectual property right against BP3.
9. Cookies. "Cookies" are small pieces of information and programmatically generated data that are stored on a computer's hard drive. The Software may use Cookies to provide information to BP3's software or the Websphere Application server on which the Software runs.
10. Links. BP3 may link to other web sites within the Software, for example, to the IBM support site. BP3 will make a reasonable effort to link only to sites that meet similar standards for maintaining each individual's right to privacy. BP3 cannot control these links and is not responsible for any content appearing on these sites.
11. Suggestions and Feedback. If User suggests any new features, functionality, new use, or change for the Software, User hereby grants and agrees to grant to BP3 all rights needed for BP3 to incorporate and commercialize the new feature, functionality, new use, or change at no charge, royalty or other encumbrance to BP3. User agrees that BP3 has the ability to sublicense all feedback in any form to any third party without restriction.
12. General.
 - a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof. This Agreement may not be amended except by a written document signed by both parties.
 - b. No waiver. The failure of BP3 to enforce any rights granted hereunder or to take action against User in the event of any breach hereunder shall not be deemed a waiver by BP3 as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
 - c. Governing Law. This Agreement shall be governed by and construed and interpreted by the laws of the State of Texas, without regard to any conflict of laws provisions of any state or jurisdiction. Each party submits to the jurisdiction of the state and federal courts of Travis County and the Western District of Texas for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof. User waives any objection that it may have to contest such forum.
 - d. Import/Export. User shall comply with all then-current export and import laws and regulations of the United States and such other governments as are applicable when distributing or using the Software. User hereby certifies that it will not directly or indirectly export, re-export, transship, or transmit the Software, or any portion thereof, or related information, media, or products in violation of United States laws and regulations.
 - e. Severability. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum

extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

- f. Verification. User agrees that BP3 may, upon five (5) days prior written notice, enter User's premises to verify User's compliance with the provisions of this Agreement. BP3's inspections shall be limited to (i) normal business hours; and (ii) those records pertaining to the Software licensed hereunder. BP3's rights of inspection shall remain in effect through the period ending one (1) year from the termination or expiration of this Agreement and any applicable license hereunder.
- g. Government Users. User agrees that the Software are provided with "RESTRICTED RIGHTS" as set forth in subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14 or subparagraph (c) (1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013, as applicable.