BillQuick Software Development Kit (SDK)
License & Developer Agreement

This Agreement (the 'Agreement') concerns your access to and use of BQE Software Inc.'s (BQE) BillQuick Software Development Kit, any related materials or programs and documentation made available in any software development kit or otherwise, and any error corrections, updates or new releases that BQE elects in its sole discretion to make available (collectively, the 'Developer Materials'). For purposes of this Agreement, 'you' and 'your' refer to the person entering into this Agreement, the entity on behalf of which that person agrees and any employees, agents or subcontractors of such entities who access and use the Developer Materials.

BY USING THE SDK AND RELATED DEVELOPER MATERIALS, YOU AGREE TO COMPLY WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO COMPLY WITH THIS AGREEMENT, DO NOT USE THE SDK OR RELATED DEVELOPER MATERIALS. NOTICE: THE SDK IS SUBJECT TO CHANGE. ANY USE OF THE SDK IS AT YOUR OWN RISK.

1. **Developer Materials License:** Subject to your compliance with this Agreement, BQE hereby grants you a non-exclusive, non-transferable, royalty free license to copy and use the Developer Materials solely for the purpose of designing your products and/or services to share data with BQE-designated versions of the BillQuick Software exclusively by using the SDK (as so used, such products and services are hereafter 'Developer Products').

2. **Restrictions:** You may not

   - use the Developer Materials to design or develop anything other than Developer Products;
   - make any more copies of the Developer Materials than are reasonably necessary for the authorized use and backup and archival purposes;
   - create any Developer Product using the SDK in conjunction with any other specification, software code or other mechanism designed to interface or operate with BillQuick;
   - modify, create derivative works of, reverse engineer, reverse compile or disassemble the Developer Materials;
   - distribute, sell, lease, rent, lend, or sublicense any part of the Developer Materials to any third party except as included within and necessary to distribute Developer Products;
   - redistribute any component of the Developer Materials without its designated installer or merge module, if any
   - knowingly upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

3. **Copyright, Acceptable Use Policy and Other Terms:** You must include all copyright and other proprietary rights notices accompanying the Developer Materials in any copies that you produce. You must also comply with BQE's Acceptable Use, Application Naming Restrictions, and Public Relations Guidelines available within this document.

4. **Your Feedback:** Any feedback that you provide to BQE regarding the Developer Materials will be treated by BQE as non-confidential and may be used by BQE for any purpose without acknowledgement or compensation.

5. **Proprietary Rights:** The copyright and all other rights in the Developer Materials shall remain with BQE or its suppliers. All rights not explicitly granted in this Agreement are reserved to BQE. This Agreement does not grant any right to copy, use, host or otherwise distribute any BQE product (such as BillQuick or its Add-Ons) or use any BQE trademarks, trade names or service marks. You agree to comply with the Application Naming Restrictions, as incorporated herein by reference and as amended by BQE from time to time at its sole discretion. Such Restrictions include, but are not limited to: no use or registration in any country, of any product name, trademark, service mark, trade name, internet domain name, keyword or other signifier containing or similar to 'BillQuick', 'BQE', 'BQ', 'Quick', 'Bill' or phonetic equivalents.

6. **Confidential Information:** You agree that the Developer Materials are confidential and proprietary information of BQE ('Confidential Information'). Confidential Information does not include information (i) that is or becomes public knowledge or is received by you without any breach of any confidentiality obligation; (ii) that you can document was independently developed by you without use or access to the Confidential Information; or (iii) that you can document was previously known to you prior to receipt of the Confidential Information. You agree to (i) use the Confidential Information only in connection with fulfilling your rights and obligations under this Agreement; (ii) hold the Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with your protection of your own confidential information but not less than reasonable care, (iii) not publish or disclose the Confidential Information except for disclosures to employees and subcontractors who have a bona fide need to know the Confidential Information. You agree that any unauthorized disclosure of the Confidential Information would cause irreparable harm to BQE, and that in the event of any breach or threatened breach of the above confidentiality obligations, BQE shall be entitled to obtain equitable relief in addition to any other remedy.

7. **Term, Termination and Changes:** This Agreement shall continue for as long as you are in compliance with this Agreement or until otherwise terminated. You and/or BQE each may terminate this Agreement for any reason at any time. BQE may modify this Agreement from time to time. By continuing to use the Developer Materials following such modifications, you agree to be bound by such modifications. Your license to the Developer Materials will terminate immediately if you fail to comply with this Agreement. You agree, upon termination, to destroy all copies of the Developer Materials then within your possession or control. The Confidential Information, Limitations of Warranties, Liability and Indemnification sections set out in this Agreement shall survive any termination or expiration of this Agreement.

8. **Indemnification:** You will indemnify, hold harmless and defend BQE Software Inc., its officers, directors, and employees from and against any and all liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorney's fees) incurred as a result of your use, marketing, distribution, or sale of Developer Products, including any claims alleging that any Developer Products infringe any third party intellectual property rights, provided that BQE promptly notifies you of the claim from any third party.

9. **Limitations of Warranties and Liability:** THE DEVELOPER MATERIALS ARE PROVIDED BY BQE ON AN 'AS IS BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NONINFRINGEMENT. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE DEVELOPER MATERIALS AND ANY DEVELOPER PRODUCTS. NEITHER BQE NOR ITS DISTRIBUTORS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EVEN IF FORESEEABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BQE DOES NOT WARRANT THAT THE DEVELOPER MATERIALS WILL ASSIST IN DEVELOPMENT OF DEVELOPER PRODUCTS OR THAT ANY DEVELOPER PRODUCTS WILL BE COMPATIBLE WITH ANY BQE PRODUCTS OR SERVICES, OR THAT YOU WILL RECEIVE ANY ORDERS, SUBSCRIPTIONS OR REVENUE DUE TO YOUR USE OF THE DEVELOPER MATERIALS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SO PARTS OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. **U.S. Government Rights:** The Developer Materials are 'commercial computer software' as that term is defined in Federal Acquisition Regulation ('FAR') 2.10(a). The Developer Materials were developed entirely at private expense and no part of them was first produced in the performance of a Government contract. If the Developer Materials are supplied for use by the DOD, they are delivered subject to the terms of this license Agreement and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252- 227-7013 (c)(l)(ii)(OCT 1988), as applicable. If the Developer Materials are supplied for use by a Federal agency other than the DOD, the Developer Materials are restricted computer software delivered subject to the terms of this license Agreement and (i) FAR 12.212(a); (ii) FAR 52.227- 19; or (iii) FAR 52.227-14(ALT III), as applicable. The contractor/manufacturer is BQE Software, Inc., 3825 Del Amo Blvd., Torrance, California – 90503, USA.

11. **Miscellaneous:** This Agreement will be governed by and interpreted in accordance with the internal laws of the state of California. The exclusive jurisdiction for any disputes arising under this Agreement shall be the state and federal courts located in Los Angeles County, California. You may not assign any part of this Agreement without the prior written consent of BQE. Any attempted assignment without consent shall be void. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of this Agreement will not be affected. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. You agree that you will not export or re-export the Developer Materials (or any copies thereof) in violation of any application laws or regulations of the United States or the country in which you obtained them. This Agreement is intended for the sole and exclusive benefit of you and BQE and not for any third party. To the extent that any terms in this Agreement are inconsistent with any terms of any agreement you may enter into with any BQE customers pertaining to their use of Developer Products, the terms of this Agreement and of any agreement between BQE and such BQE customers shall govern. Neither party will be liable for, or in breach of this Agreement because of, any act or omission that results from conditions beyond such party's reasonable control, whether or not the condition was foreseeable. Notice to you from BQE shall be deemed delivered upon posting notice in the BQE Developer Program site, sending an e-mail to your e-mail address of record, or dispatch by mail or courier to your

physical address of record. Nothing hereunder will prevent or restrict BQE from discontinuing or changing in its sole discretion and at any time any Developer Materials, this Agreement or any BQE products or services. This Agreement is the parties' complete and exclusive agreement with respect to their subject matter, and supersedes any and all prior communications and understandings regarding their subject matter. Nothing herein will constitute any association, partnership or joint venture between the parties and neither party will have the power to legally bind the other party.

BQE Acceptable Use Policy

1. **Responsibility for Content:** You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not BQE, are entirely responsible for all Content that you upload or otherwise transmit via the Services. BQE does not control the Content uploaded or otherwise transmitted by you or other customers via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. In this Policy, 'Content' means information, data, text, software, music, sound, photographs, graphics, video, messages or other materials; and 'Services' means the services and/or facilities that BQE provides to you, for example by subscription or by means of an BQE-branded web site.

2. **Other Conduct:** You agree to not use the Services to:

   - upload or otherwise transmit any Content or domain name that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
   - harm minors in any way;
   - impersonate any person or entity, including, but not limited to, any BQE representative, or misrepresent your affiliation with any person or entity;
   - forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
   - upload or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
   - upload or otherwise transmit any Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person;
   - upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes' or any other form of solicitation, except in those areas of the Services that may be designated for such purpose;
   - upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
   - interfere with or disrupt the Services or servers or networks connected to the Services;

- violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data;
- incite or provide instructional information about illegal activities; or
- conduct raffles, contests, lotteries or sweepstakes, except in those areas of the Services that may be designated for such purpose.

3. **Other**: This Policy is subject to all applicable agreements and terms and conditions between you and BQE. This Policy is subject to change without notice.

Developer Application Naming Restrictions

In order to participate in the BQE Developer Program and receive benefits like use of the BillQuick SDK, developers must ensure that they conform to all of the following restrictions:

1. No use of 'BillQuick', 'BQE', 'BQ', 'Quick' or 'Bill' (or phonetic equivalents) in the name, name-phrase or other branding of developer's applications, or in developer's company name or trade name.

2. No use of 'BillQuick', 'BQE', 'BQ', 'Quick' or 'Bill' (or phonetic equivalents) in any domain name, email address, keyword or other internet addressing signifier.

3. While developer may make truthful, factual references to BillQuick® software in plain-text prose descriptions of application features and benefits (including references to an application's interoperability with BillQuick software), the 'BillQuick®' trademark can only be used exactly as shown in one of the referential descriptions below when the reference relates to application names, branding, packaging, titles and the like:

'**APPNAME 200X** (Name/Logo of Developer's Application)

then completely separate and apart from the name/logo of the Application (separated by at least one clear line of space which is the same height as Developer's product logo), Developer may display one of the following approved phrases in accordance with restrictions 4 through 7 below:

* 'Special Edition for BillQuick® Users' * 'Designed for use with BillQuick®' * 'For use with BillQuick®'

Approved phrases must be used exactly as shown, and no other phrases or descriptions are currently allowed. Any and all audio promotion/material, as well as print/visual, must conform to these approved phrases. Additionally, on packaging, websites and other marketing materials, developer is required to clearly state in its system requirements area which versions and version-years of BillQuick software (e.g., BillQuick Basic, BillQuick Pro, BillQuick Enterprise Edition are supported by developer's SDK implementation.

4. All such approved phrases in #3 above must always appear in plain text, and must *not* be displayed in the same typestyle as BQE uses for its BillQuick Logo or BQE Logo, nor in typestyles which are very similar thereto, nor in any other stylized typeface.

5. All such approved phrases in #3 above must be at least **50**% smaller than developer's application name/logo in all allowed materials, including packaging.

6. Any such approved phrases cannot be integrated into, or be any part of, any composite/compound logo, mark or title for developer's application name/brand or company/trade name. Any use of an approved phrase must be separate from and after developer's own branding (not preceding it) and should not be shown in any distinctive typestyle used by Developer for its own application or company branding. Similarly, the 'Designed for BillQuick' Logo, if licensed to developer by BQE, cannot be integrated into, or be any part of, any composite/compound logo, mark or title for developer's application name/brand or company/trade name. It also must appear completely separate from and after developer's own branding (not preceding it) and must also conform to the display and use restrictions of the Logo License Agreement. Additionally, Developer's branding and packaging design cannot copy, mimic or be confusingly similar to the distinctive trade dress used by BQE for its own products and services.

7. In all materials that contain an approved phrase as set out in #3 above, including product packaging, the following legend must also be placed in the 'fine print' of such materials, together with any other required disclaimers set forth in the agreements between the parties. The legend may be in a small type size, but must still be legible: *"BillQuick is a registered trademark and service mark of BQE Software Inc. in the United States and other countries. [Insert name of Developer Application] is designed for use with [Insert relevant versions of BillQuick] software only."*

BQE Public Relation Guidelines

There are key rules that you must follow when writing your public relations material—including press releases, case studies and fact sheets. These rules also apply when you're talking with reporters and industry analysts about your product's integration with BillQuick and your company's involvement in the BQE Developer Program (BDP).

1. Confirm that your product name or feature name meets BQE's Application Naming Restrictions.

2. Accurately describe your company's relationship with BQE, the BQE Developer Program, and the BillQuick product.

   Yes: Describe yourself as a BQE Developer Program member or participant. When you promote your company or your BillQuick-integrated application, the following guidelines apply:

   > **Third-party developer companies cannot make any specific representations that BQE officially endorses or 'authorizes' a particular developer company, or that BQE recommends any particular developer company over any other.**
   > **BQE Developer Program members and developer companies whose applications are listed on the BillQuick web site cannot call themselves BQE 'partners'. The relationship between BQE and these companies is not a**

'partnership' or 'alliance'. The only acceptable term (if applicable) is 'BQE Developer Program Member'.

No: Your company is not a 'partner' of BQE or 'forming an alliance with' BQE. You cannot use language that reflects or insinuates this type of relationship. Other words to avoid are 'team', 'work with' and 'collaborate'.

3. Accurately describe your application's relationship with BQE, the BQE Developer Program and the BillQuick product.

4. Clearly state which BillQuick products your application shares data with.

5. Don't make unsubstantiated claims about the benefits of using your application with BillQuick.

Sign _____

Print Name _____

Company _____

Date _____