LEAP App End User License Agreement

This End User License Agreement ("the Agreement") governs the use of the LEAP by Marta Wilson Enterprises application; any third-party software made available in conjunction therewith; any associated media, material, or printed documentation; and any copy or component part of any of the foregoing (collectively, "the Software Product"). This Agreement is made and entered into by and between Marta Wilson Enterprises, LLC d/b/a The Leap Enterprise (hereinafter referred to as "The Leap Enterprise") and the User (each, a "Party," and together, "the Parties"). The term "User" means any person or entity using the Software Product for any purpose whatsoever. By installing, operating, or otherwise using the Software Product, the User agrees to be bound by the terms of this Agreement. If the User does not agree to be bound by the terms of this Agreement, the User (1) must not use the Software Product, and (2) must remove the Software Product from any device in the possession or control of the User and destroy and/or return such Software Product to TSI.

1. **Grant of License.** The Leap Enterprise hereby grants to the User a non-exclusive, revocable license to use the Software Product on a single computer or device that the User owns and controls, as permitted by the terms of this Agreement.

2. **Scope of License.** The Leap Enterprise grants the User a license only to make limited use of the Software Product as specified in this Agreement; any rights not granted hereby are reserved. Notwithstanding the foregoing, the User is expressly prohibited from engaging in the following activity:

   a. Modifying, adapting, translating, preparing derivative works from, decompiling, reverse engineering, disassembling or otherwise attempting to derive source code from the Software Product;

   b. Removing, obscuring, or altering The Leap Enterprise's or any third party's copyright notice, trademarks, or other proprietary rights notices that are displayed, affixed to, or contained within or accessed in conjunction with or through the Software Product;

   c. Separating any component parts of the Software Product for use on more than one computer;

   d. Using the Software Product for any illegal purpose, or violating any applicable law with respect to the Software Product;

   e. Exporting or re-exporting the Software Product, except as authorized by applicable law;

   f. Using the Software Product in a manner that could damage, disable, overburden, or impair any server or system belonging to The Leap Enterprise or interfere with any other party's use of the Software Product;

   g. Circumventing or breaching any access or security restrictions that The Leap Enterprise has placed on the Software Product;

h. Providing The Leap Enterprise with any false or misleading information;

i. Encouraging or facilitating any third party to take any of the actions addressed in this Paragraph 2.

3. **Ownership Rights.** This Agreement does not grant the User any ownership interest in the Software Product, nor any other right or interest that is not explicitly identified in this Agreement. Specifically, the User acknowledges that The Leap Enterprise owns all right, title and interest in and to the Software Product and all portions thereof, including without limitation all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect throughout the world.

4. **Access Codes.** All access codes and/or license keys associated with the Software Product are for the benefit of the party to whom The Leap Enterprise originally granted such access codes ("the Code Grantee"). Access codes must be kept strictly confidential by the Code Grantee, and must not be disclosed to any third party without the express prior written consent of The Leap Enterprise.

5. **Pricing.** The User agrees to pay fees and costs for use of the Software Product in accordance with the prices set by The Leap Enterprise, as may be changed from time to time to reflect the prevailing fees that The Leap Enterprise charges generally for similar material. Failure to make payments as they come due is grounds for immediate termination of this Agreement.

6. **Disclaimers and Limits on Liability.**

   a. **NO WARRANTY.** THE USER AGREES TO USE THE SOFTWARE PRODUCT SOLELY AT THE USER'S OWN RISK. THE SOFTWARE PRODUCT IS PROVIDED "AS-IS" AND "AS-AVAILABLE" WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND – INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

   b. **NO ASSUMPTION OF RESPONSIBILITY.** The Leap Enterprise ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE SOFTWARE PRODUCT OR INTERRUPTIONS IN SERVICE.

   c. **LIMITS ON LIABILITY.** IN NO EVENT WILL THE LEAP ENTERPRISE, ITS EMPLOYEES, MEMBERS, AGENTS, OR THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE INCURRED BY THE USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THELEAP ENTERPRISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK, WHICH IS SET FORTH IN THIS SECTION. IN NO EVENT WILLTHE LEAP ENTERPRISE'S TOTAL LIABILITY FOR ANY CLAIM ARISING HEREUNDER OR RELATING HERETO EXCEED THE SUM PAID BY USER TO THE LEAP

ENTERPRISE HEREUNDER. The foregoing limitations will apply even if the above stated warranty fails of its essential purposes. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages so the above limitation may not apply.

   d. **No Responsibility for Third-Party Content.** The Software Product may display, include, or make available content from third parties ("Third-Party Content"). The User understands and agrees that The Leap Enterprise is not responsible for the quality, accuracy, legality, or any other aspect of such Third-Party Content. The Leap Enterprise does not warrant or endorse and does not assume and will not have any liability or responsibility to the User or any other person for any Third-Party Content, or for any other materials, products, or services of third parties.

7. **Assignment.** The User may not assign any of its rights under this Agreement to any third party without the express written permission of The Leap Enterprise.

8. **Term.** This Agreement and the license granted hereby will be and remain in effect until this Agreement is terminated pursuant to its terms.

9. **Termination**. The Leap Enterprise may terminate this Agreement immediately should the User fail to comply with the terms and conditions of this Agreement. In such event, the User must remove the Software Product from any device or computer within the User's possession or control and destroy and/or return any remaining Software Product to The Leap Enterprise.

10. **Indemnification.** User hereby agrees to indemnify, defend, and hold harmless The Leap Enterprise and The Leap Enterprise's affiliates from and against any and all claims, loss, or liability, including reasonable attorneys' fees and costs incurred, made by any third party due to or arising out of User's breach this Agreement, User's use or inability to use the Software Product, or User's breach of any law or the rights of any third party. The Leap Enterprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to User's indemnification. User will not, in any event, settle any claim or matter without the written consent of The Leap Enterprise.

11. **Government Rights.** The Software Product is commercial in nature, and is distributed and licensed to United States Government end users only with those rights granted to all other end users under the terms of this Agreement.

12. **Dispute Resolution.** This Agreement will in all respects be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to choice of law rules. Any claim or dispute associated with or arising out of this Agreement must be resolved exclusively by a state court located in Fairfax County, Virginia or, optionally, by the United States District Court for the Eastern District of Virginia - Alexandria Division, where federal jurisdiction exists. The Parties agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The Parties waive any objection to the laying of venue for any suit, action, or proceeding in such courts. The substantially prevailing Party in any action will be entitled to recover its costs and attorneys' fees. USER AND THE LEAP ENTERPRISE AGREE THAT

EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

13. **Notice.** Any notice, request, instruction, or other document to be given hereunder by any Party hereto to any other Party will be in writing and will be sufficiently given if delivered in person, sent by telecopy or telefax or electronic mail, sent by internationally recognized overnight courier service, or sent by registered or certified mail, postage prepaid, at the address set forth beside each Party's name above, or at such other address for a Party as will be specified by like notice.

14. **No Waiver.** No waiver of any provision of this Agreement or of a breach thereof will be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provision of this Agreement or of a breach thereof will not operate or be construed as a waiver or breach of any other provision.

15. **Parties Bound.** This Agreement will be binding on and inure to the benefit of the Parties and their legal representatives, heirs, legatees, successors, and assignees.

16. **Amendment.** This Agreement may be modified only by a writing signed by both Parties.

17. **Severability.** If any provision of this Agreement or the application thereof will for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provision to other circumstances, will remain in effect and be interpreted so as best to reasonably effect the Parties' intent.

18. **Survival.** The Parties agree that all provisions of this Agreement that should, by their nature, survive termination of this Agreement shall survive termination of this Agreement.

19. **Additional Documents.** The Parties agree to execute such additional documents and take such additional actions as may be reasonably required in order to carry out the purpose and intent of this Agreement or to evidence anything contained herein.

20. **Integration.** This Agreement constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior written or oral understandings, negotiations and agreements with respect to the subject matter hereof.