User License Agreement

This User License Agreement ("Agreement") is made effective as of the last date signed by a party below ("Effective Date"), by and between Camelot Systems, Inc DBA retailcloud, a Delaware Corporation, with principal offices at 2702 Clayton Rd #200, Concord, California 94519 ("retailcloud") and _____ , a _____ corporation with principal offices at _____ ("Licensee").

1. GENERAL SOFTWARE LICENSE
This software (herein after referred to as "Software") is a proprietary product of retailcloud. This Agreement defines the ways in which Licensee can use the Software.

1.1 General License Grant. Subject to receipt by retailcloud of all applicable license fees, retailcloud grants to Licensee the nonexclusive right to use the Software for company or organizational use. Licensee may use and execute one copy of the software per license. Licensee may not assign the right to use the Software or content to a third party. The parties are bound to this Agreement during the entire time span in which Licensee has possession of this Software, in its original or altered state. Retailcloud reserves the rights to immediately suspend, revoke or terminate this license to use the Software if any of the terms of this Agreement are violated and are not cured within thirty (30) days receipt of notice from retailcloud to Licensee describing the breach; provided that failure to pay must be cured within 10 days of retailcloud's notice to Licensee that payment is overdue. See Section 5 of this Agreement for termination procedures.

1.2 Ownership. The Software and all modifications or enhancements to, or derivative works based on the Software, and all copyrights, patents, trade secrets, trademarks and other intellectual property rights protecting or pertaining to any aspect of the Software or any such modification, enhancement or derivative work are and shall remain the sole and exclusive property of retailcloud. This Agreement does not convey title or ownership to Licensee but instead gives Licensee only the limited rights set forth in this Agreement.

1.3 Other Restrictions. During the term of this Agreement, retailcloud shall adopt and enforce such internal policies, procedures and monitoring mechanisms as are necessary to ensure that the Software is used only in accordance with the terms of this Agreement. Licensee shall not and shall not permit or facilitate any other entity or individual to: (a) assign, sublicense, sell, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof; (b) use or have access to the Software by timeshare, network, service bureau or by any other means; (c) translate, reverse engineer, decompile or disassemble the Software or create derivative works there from or from any documentation relating to the Software; (d) possess or use the Software or any portion thereof, other than in machine-readable, object code format; or (e) remove any copyright, trademark, trade secret, patent or other intellectual property or proprietary notices from the Software source code.

1.4 User Infringement Liability. Licensee may be held legally responsible for any infringement that is caused or encouraged by your failure to comply with the licensing provisions of this Agreement. Upon use or purchase of the retailcloud Software, legal actions from retailcloud can be directed towards Licensee if Licensee does not comply with the license agreement.

2. DISCLAIMERS AND WARRANTY INFORMATION
2.1 No Warranty. Other than expressly provided herein or otherwise in a separate agreement between Licensee and retailcloud all information, Software, and supporting services are provided "as is," without further warranty of any kind, either express or implied, including but not limited to, the implied warranties of licensee ability, fitness for a particular purpose and non-infringement. Retailcloud assumes no responsibility for errors or omissions in the information or Software.

Any references to corporations, their services and products, are provided "as is" without warranty of any kind, either express or implied including the warranties of licensee ability or fitness for a particular purpose and non-infringement.

2.2 No Liability for Damages. In no event shall retailcloud or anyone else involved in the creation, production or delivery of the Software or any accompanying written materials be liable for any damages whatsoever, including without limitation any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, loss of

data, loss of other materials, loss of profits, business or other work interruption, or any other pecuniary losses, whether or not advised of the possibility of such damage, and based on any theory of liability, arising out of or in connection with the use of or inability to use information, software or other materials obtained from using this Software or from the performance or lack of performance of this Software. It is the responsibility of the Licensee to backup their data.

2.3 No Liability for Errors or Obligation to Update. Retailcloud software could include technical or other inaccuracies or typographical errors. Changes are periodically added to the information herein; these changes will be incorporated in new versions of the Software at retailcloud's sole discretion. Retailcloud may make improvements and/or changes in the Software and any other product(s) or program(s) at any time. Retailcloud has no obligation to notify Licensee of any changes of the Software or any other products or programs.

3. CUSTOMER REMEDIES
In no event shall retailcloud's total liability to Licensee for all damages, losses, and causes of action arising from or connected in any way with this Agreement (including without limitation liability in contract, tort or under any other legal theory) ever exceed the INITIAL amount paid by Licensee for the Software use. INITIAL amount is defined as the first payment to access the Software license only and DOES NOT include other fees incurred thereafter. This shall constitute Licensee's sole and exclusive remedy.

4. FEES AND PAYMENT
4.1. Fees and Payment Obligation. Please carefully review and consider the Fee Schedule before utilizing any products covered by this Agreement. Retailcloud reserves the right to change our fees at any time, upon 30 days notice by email or standard mail. Licensee's acceptance of this Agreement indicates consent to the fees. By executing this Agreement, Licensee consents to pay all fees and costs set forth on the Fee Schedule attached hereto and incorporated herein by reference. Failure to pay timely and in full constitutes a material breach of this Agreement.

4.2 License Renewal. Month by Month

5. TERMINATION
This Agreement is effective IMMEDIATELY upon execution by both parties. If cancelation of the agreement occurs prior to 24 months, Licensee will have a buyout due of the remaining monthly payments. Unless sooner terminated by retailcloud, any license granted by this Agreement terminates in accordance with the method and timeframes specified in Section 1.1 of this Agreement. In such event, Licensee shall delete all copies and instances of retailcloud's Software(s) from your possession within 24 hours of retailcloud's Agreement termination notice. If Licensee fails to comply with our termination procedure, legal actions will be taken.

6. LAW
This Agreement shall be subject to, interpreted by and in accordance with the laws of the State of California without regard to conflicts of law provisions thereof. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court sitting in Concord, California, USA. This Agreement is the entire Agreement between the parties hereto. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof. Retailcloud has the right to modify this agreement with each new release of the Software. You have the right to waiver use of the new release and opt to abide by the previous Agreement and choose not to accept the new Software release. If a court of competent jurisdiction finds any part of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to reasonably affect the intention of the parties.

7. ACH AGREEMENT
7.1 The undersigned hereby authorizes retailcloud or its duly assigned agent to initiate debit/credit entries to the checking account provided. This privilege is to be used for all expenses authorized by Licensee either verbally or in writing as they pertain to this Agreement. The authority is to remain in full force and effect until (a) retailcloud has received written notification from the Licensee of its termination of the Agreement in such a manner as to afford retailcloud reasonable opportunity to act on it; and (b) all obligations of licensee to retailcloud have been in paid in full. A $35 processing fee will be assessed for each charge that is returned unpaid.

7.2 All completed sales are final. In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

8 MISCELLANEOUS PROVISIONS
The following miscellaneous provisions shall apply to this Agreement:
8.1 All notices or advices required or permitted to be given by or pursuant to this Agreement, shall be given in writing in the English language. All such notices and advices shall be (i) delivered personally, (ii) by email to the appropriate email address,

(iii) delivered by facsimile, (iv) delivered by U.S. Registered or Certified Mail, Return Receipt Requested mail, or (v) delivered for overnight delivery by a nationally recognized overnight courier service. Such notices and advices shall be deemed to have been given (i) the first business day following the date of delivery if delivered personally, by facsimile, or by email, (ii) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (iii) on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service.

8.2 Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

8.3 This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile or digitized transmission of a counterpart signature page hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

8.5 This Agreement may not be assigned (including performance by subcontract) by any party hereto.

8.6 Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any party hereto to act as agent for or representative of any other party hereto. Each party hereto shall be deemed an independent contractor and no party hereto shall act as, or hold itself out as acting as, agent for any other party hereto.

The undersigned certifies the accuracy of all information provided on the Licensee application or profile, and authorizes retailcloud or its agent, or credit bureau, or other investigative agency employed by retailcloud to investigate references given to retailcloud.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year set forth above.

CAMELOT SYSTEMS, INC
2702 Clayton Rd #200
Concord, CA 94519

[Name and Address of Licensee]

_____

By: _____

Title: _____

Date: _____

_____

By: _____

Title: _____

Date: _____

FEE SCHEDULE

Lease period commences from the date the domain is created and continues until termination.

Pricing is as follows, per unit per calendar month, or portion of month

Everyday Plan Level (Available on the Android Tablet) $0.00

Grow Plan Level (Available on the WinPOS and Android Tablet) $30.00

Pro Plan Level (Available on the WinPOS and Android Tablet) $60.00

Domain Activation Date: _____

ACH ACCOUNT

Attach Original Voided Check Here:

Transit/ABA #:   _____   **DDA#:**_____

VOIDED IMPRINTED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED