

VISCO LLC CUSTOMER LICENSE AGREEMENT

Important: VISCO LLC (“VISCO”) licenses the Computer Program known as the Import Tracking App (“ITA”) to you only upon the condition that you accept all of the terms contained in this Customer License Agreement. Please read these terms carefully, your signature is your acceptance that you read and understood this Agreement and are bound by it.

This is a license. It gives you certain limited rights to use the program, program copies and documentation. VISCO and its suppliers retain ownership and title to all of the program, program copies and documentation and all copyrights and other proprietary rights therein. All rights not specifically granted to you in this agreement are expressly reserved by VISCO or its suppliers.

1. **Definitions.** As used in this Agreement, the following terms have the meanings indicated: (a) “Program” means the computer software program (ITA) , together with any updates, enhancements and modifications to such software program subsequently supplied to you directly or indirectly by VISCO; (b) “Program Copies” means all copies of all or any portion of the Program, whether supplied by VISCO or made by you; (c) “Documentation” means all of the printed material contained in this package or subsequently supplied to you directly or indirectly by VISCO for use with the Program.

2. **Grant of License.** VISCO hereby grants to you a limited, non-exclusive license to use the Program and Documentation on the terms and conditions set forth in this Agreement (See Addendum). The Program and Documentation and all copyrights and other proprietary rights therein are owned by VISCO or its suppliers, are protected by United States copyright laws and international treaty provisions and may not be used, reproduced, modified, distributed or transferred except as expressly provided in this Agreement.

YOU MAY: (a) Install and use it on a single computer. If you have obtained the Network version of the Program, you may use it on a LAN or other multi-user system, provided that the number of workstations using the Program at any one time may not exceed the number of workstations for which you have licenses from VISCO; (b) Install copies of the Program onto hard disk drives or similar storage devices only as necessary for use of the Program by the workstations referred to above; (c) Make and maintain one (1) backup copy of the Program on CDs (in addition to the original CDs), provided this copy is used only for backup purposes and you keep possession of the backup copy at all times.

YOU MAY NOT: (a) Rent, lease, lend, sublicense, time-share or otherwise permit any other party to use the Program, Program Copies or Documentation or to exercise your rights under this Agreement; (b) Alter, modify, translate, decompile, disassemble or reverse-engineer the Program, or make any attempt to undo or bypass the encryption of the Program code, or create any derivative work based upon the Program; (c) Remove or obscure any copyright or trademark notices.

3. **Additional Restrictions.** (a) Any upgrade or enhancement of the Program subsequently supplied by VISCO may be used only upon the destruction of the prior version of the Program. Unless otherwise specified in writing by VISCO, all upgrades and enhancements, if any,

supplied to you shall be governed by this Agreement; (b) You may not sell, assign or otherwise transfer the Program to another party without the prior authorization of VISCO. Any purported transfer without such authorization will be void. (c) Export of the Program is restricted by U.S. export regulations. Contact VISCO for information regarding exportation of the Program.

4. Limited Warranty. (a) For a period of ninety (90) days from the date the Program is delivered to the original licensee only, VISCO warrants that the Program when properly used shall perform substantially in accordance with the Documentation, VISCO does not warrant or represent that your use of the Program will be uninterrupted or error-free. If you report to VISCO in writing within such ninety (90) day period any non-conformity between the Documentation and the Program, and if VISCO is able to replicate and verify that such non-conformity exists, VISCO shall make commercially reasonable efforts to correct such non-conformity and, if successful, shall supply you with such correction. The foregoing states your SOLE AND EXCLUSIVE REMEDY for any breach of this warranty; Your SOLE AND EXCLUSIVE LIMITED WARRANTIES STATED ABOVE, NEITHER VISCO NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE OF OR INABILITY TO USE THE PROGRAM DOCUMENTATION OR INTERFACE. Any such implied warranties shall in any event be limited in duration to the ninety (90) day period specified above.

5. Limitation of Liability. Because software is inherently complex and may not be free from errors, you are advised to verify the work produced by the Program. NEITHER VISCO NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PROGRAM, DOCUMENTATION OR CD(s), EVEN IF VISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This means VISCO is not responsible or liable for damages or costs incurred as a result of loss of time, loss of data, loss of anticipated profits or benefits resulting from use of the Program or loss of use of the Program, nor for damages or costs incurred in connection with obtaining substitute software, claims by others, or similar costs. IN NO EVENT SHALL VISCO'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE LICENSE FEE ACTUALLY PAID TO VISCO FOR YOUR COPY OF THE PROGRAM.

6. Other Limitations. (a) VISCO will have no responsibility under these limited warranties for any material or media that has been modified, lost, stolen, or damaged by accident, abuse or misapplication; (b) No employee, agent or representative of VISCO, nor any Authorized Reseller or Consultant or any other Third Party, is authorized to make any representation or warranty with respect to the Program, except those expressly stated in this Agreement.

7. Term. This Agreement is effective from the date the Program is installed, and continues in effect until terminated. You may terminate this Agreement at any time. This Agreement and the license granted herein will terminate automatically and without notice if you fail to comply with any term or condition of this Agreement.

8. General. This Agreement represents the complete and exclusive understanding between you and VISCO regarding the Program and Documentation, and supersedes any prior purchase order, confirmation, advertising, representation or other communication. This Agreement may not be modified except by a written agreement signed by an authorized VISCO representative. If any provision of this Agreement is found to be void, invalid or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision which conforms with applicable law and embodies as closely as possible the original intent of the parties. This Agreement shall be governed by the internal laws of the State of New York. In the event of any legal action to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys fees and costs, in addition to any other legal and equitable relief granted.

Accepted By:

Addendum:

1. Company _____ has purchased _____ licenses for use of the Import Tracking Application from VISCO LLC.