

AIRTIME-MANAGER Software License Agreement:

THIS PRODUCT LICENSE AGREEMENT (COLLECTIVELY THE "AGREEMENT") IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND/OR YOUR FIRM ("YOU") AND AIRTIME-MANAGEMENT, INC. D/B/A AIRTIME-MANAGER ("AIRTIME"). BY ACCEPTING, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT.

IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THIS AGREEMENT, PLEASE CONTACT US AT 877-247-4464.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE THE PRODUCT.

WHEREAS, AIRTIME will provide You with use of the Product, including an interface, access and storage to AIRTIME's online website, and You agree that Your registration for, or use of, the Product and Your activation of the "Accept" button below shall be deemed to be Your agreement to abide by this Agreement including any materials available on the AIRTIME website incorporated by reference herein.

License Grant.

AIRTIME hereby grants You a personal revocable non-exclusive, non-transferable, license to use the Product, solely for Your internal business purposes following Your acceptance, subject to the terms and conditions of this Agreement. All rights not expressly granted to You are reserved by AIRTIME and its licensors.

License Restrictions.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the

Product; (ii) modify or make derivative works of the Product; (iii) reverse engineer, design around or attempt to modify the Product or (iv) access the

Product in order to (a) build a competitive Product, (b) build a Product using similar ideas, features, expressions, functions or graphics of the Product,

or (c) copy any ideas, features, functions or graphics of the Product.

Internal Business Use.

You agree to use the Product only for Your internal business purposes and shall not send or store viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of the Product or the data contained therein; or attempt to gain unauthorized access to the Product or its related systems or networks.

Your Responsibilities.

You are responsible for all activity occurring while using the Product and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Product, including those related to data privacy, attorney ethical obligations, third party agreements, international communications and the transmission of technical or personal data. You shall: (i) notify AIRTIME immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to AIRTIME immediately and use reasonable efforts to stop immediately any copying or distribution of the Product that is known or suspected by You or Your users; and (iii) not impersonate another AIRTIME user or provide false identity information to gain access to or use the Product. Account Information and Data.

AIRTIME does not own or control any data, information or material that You submit in accordance with Your use of the Product ("Customer Data").

You, not AIRTIME, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Customer Data, and AIRTIME shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Upon termination of this Agreement, Your right to access or use Customer Data immediately ceases, and AIRTIME

shall have no obligation to maintain or forward any Customer Data. AIRTIME reserves the right to withhold, remove and/or discard Customer Data without notice.

Privacy Policy.

The Customer Data and other personal information that AIRTIME may receive from You is subject to AIRTIME's Privacy Statement. To view AIRTIME's Privacy Statement, please visit our website at www.airtimemanager.com.

Intellectual Property Ownership.

AIRTIME alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to any suggestions, ideas, enhancement requests, feedback, recommendations, modifications, derivatives, design-arounds, or other information provided by You or

any other party relating to the Product. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the

Product, AIRTIME's other technologies, the Intellectual Property Rights owned by AIRTIME, or any licenses beyond the demonstration license set forth herein. The AIRTIME name, the AIRTIME logo, domain names and other marks associated with the Product are the sole and exclusive trademarks of AIRTIME, and no right or license is granted to use such marks.

Term/Termination.

This Agreement commences on the Effective Date. The term of the Agreement is 30 (thirty) days from the Effective Date. Any breach resulting from the unauthorized use of the Product will be deemed a material breach of this Agreement. AIRTIME, in its sole discretion, may terminate Your password, account or use of the Product if You breach or otherwise fail to comply with this Agreement. In addition, AIRTIME may terminate an account at any time in its sole discretion.

Indemnification.

You shall indemnify and hold AIRTIME, its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that use of the Product infringes the rights of, or has caused harm to, a third party.

Disclaimer of Warranties.

AIRTIME AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PRODUCT OR ANY CONTENT. AIRTIME DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PRODUCT WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PRODUCT WILL MEET YOUR REQUIREMENTS OREXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE PRODUCT OR THE SERVER(S) THAT MAKE THE PRODUCT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PRODUCT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY AIRTIME.

Internet Delays.

AIRTIME'S PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AIRTIME IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR

KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC OR LEGAL ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PRODUCT, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE PRODUCT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Rights.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to You.

Local Laws and Export Control.

Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations. You agree to be aware of said regulations and laws, and agree to comply strictly with such regulations and laws, and acknowledge that You have the requisite licenses to export, re-export, or import Software.

The Product may employ encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

Compliance With Laws.

AIRTIME and its licensors make no representation that the Product is appropriate or available for use in other locations. You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content contrary to United States, or foreign (including European union Member States) laws is prohibited. None of the Content, nor any information acquired through the use of the Product, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government.

Notice.

AIRTIME may give notice by means of a general notice on the Product, electronic mail to Your e-mail address or text message to Your handheld device on record in AIRTIME's account information, or by written communication sent by first class mail or pre-paid post to Your address on record in AIRTIME's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by e-mail or text message).

Modification to Terms.

AIRTIME reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Product at any time, effective upon posting of an updated version of this Agreement on the Product. You are responsible for regularly reviewing this Agreement. Continued use of the Product after any such changes shall constitute Your consent to such changes.

Assignment; Change in Control.

This Agreement may not be assigned by You without the prior written approval of AIRTIME but may be assigned without Your consent by AIRTIME. Any purported assignment by You shall be void.

General.

This Agreement shall be governed by Maryland law, as if performed wholly within the state and without giving effect to the principles of conflict of law. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Product shall be adjudicated by means of binding arbitration in accordance with the procedures of the American Arbitration Association. The failure of AIRTIME to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AIRTIME in writing. This Agreement, comprises the entire agreement between You and AIRTIME and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Definitions.

As used in this Agreement:

"Agreement" means these terms of use and any materials available on the AIRTIME website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by AIRTIME from time to time in its sole discretion.

"Content" means the audio and visual information, documents, software, products and services contained or made available to You in the course of using the Product.

"Customer Data" means any data, information or material provided or submitted by you in the course of using the Product.

"Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date You begin using the Product.

"Intellectual Property Rights" means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"AIRTIME" means collectively AIRTIME-Manager, Inc., a Delaware corporation, having its principal place of business at 8070 Georgia Avenue, Suite 303, Silver Spring, MD 20910.

"AIRTIME Technology" means all of AIRTIME's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by AIRTIME in providing the Product.

"Product(s)" means the specific edition of AIRTIME's online customer relationship management, billing, data analysis, or other corporate ERP services developed, operated, and maintained by AIRTIME, accessible via <http://www.airtimemanager.com> or another designated web site or IP address, or ancillary services rendered to You by AIRTIME, to which You are being granted access under this Agreement.

"User(s)" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Product.

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