## PRIVARIS LICENSING AGREEMENT

## READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE OPENING THIS PACKAGE. THE SOFTWARE APPLICATIONS AND THE ACCOMPANYING USER DOCUMENTATION CONTAINED IN THIS PACKAGE ARE COPYRIGHTED AND ARE LICENSED (NOT SOLD) TO YOU IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. BY OPENING THIS PACKAGE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN YOU MUST PROMPTLY RETURN THIS PACKAGE, IN UNOPENED FORM, AND YOU WILL RECEIVE A REFUND OF YOUR MONEY.

1. <u>Generally</u>. This Agreement represents the entire agreement between you, the end user (either in your individual capacity or as an authorized agent of an otherwise legally-recognized organization), and Privaris, Inc. ("Licensor") relating to the software that is pre-installed on the hardware product(s) ("Hardware") enclosed within this package, as well as all documentation related thereto (collectively, the "Software"). This Agreement supersedes any prior proposal, representation, or understanding between you and Licensor related to the Software. This is a legally-binding agreement and governs the conditions under which you and/or your organization may use the Software.

2. <u>Term</u>. This Agreement is effective on your opening of this package and shall continue until terminated as set forth in this Agreement. You may terminate this Agreement at any time by returning the Hardware and all copies of the Software to Licensor. Licensor may terminate this Agreement on the breach by you of any term of this Agreement, including without limitation your failure to pay any applicable fees described in this Agreement. On any such termination, you shall return to Licensor the Hardware and all copies of the Software.

3. <u>Grant of Licenses</u>. Licensor grants you the personal, nontransferable, nonsublicensable and nonexclusive right and license to execute the Software (in its executable, object-code form only) on the Hardware for the sole purpose of serving your personal needs or the internal needs of your business. You shall not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement, whether by contract, operation or law or otherwise. Any use, copying, or distribution of the Software not expressly authorized by this Agreement shall automatically terminate your right and license hereunder. This grant shall be limited to use of the Software with the Hardware in accordance with the terms of this Agreement.

4. <u>Trade Secret Protection</u>. The Software contains substantial trade secrets of Licensor, and you shall employ reasonable security precautions to maintain the confidentiality of such trade secrets. You shall not "unlock," decompile, or reverse-assemble the binary or object code portions or versions of the Software, as the terms are generally used in the computer industry.

5. <u>Fees</u>. The fees for the use of the Software in accordance with this Agreement consist of the initial license fee that is incorporated as part of the purchase price of the Hardware purchased by you from Licensor, its authorized resellers or its authorized licensees. The dollar amount of such fees and the terms of payment are specified in the product invoice separately furnished to you. You shall pay such fees to Licensor in accordance with the terms of such product invoice.

6. Limited Warranty. Licensor warrants that the Software will, for a period of one (1) year following its delivery to you, be in good working order and will conform in all material respects to Licensor's published specifications. Licensor does not warrant that the operation of the Software will be uninterrupted or error-free, or that the functionality of the Software will meet your individualized requirements. The foregoing warranty does not cover repair for damages, malfunctions, or service failures caused by (1) actions of any non-Licensor personnel, your failure to follow Licensor's installation, operation, or maintenance instructions, (3) attachment to or incorporation in the Software of non-Licensor personnel supported or otherwise authorized by Licensor, or (4) or any factor beyond Licensor's control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, terrorism, civil disturbances, acts of civil or military authorities or the public enemy, transportation facilities, fuel or energy shortages, or acts or omissions of communications carriers. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 6, THE SOFTWARE IS LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OF NON-INFRINGEMENT. YOUR SOLE REMEDY AGAINST LICENSOR, ITS AFFILIATES, SUBCONTRACTORS, AND REPRESENTATIVES FOR LOSS OR DAMAGE CAUSED BY ANY FAILURE OF THE SOFTWARE TO OPERATE IN CONFORMITY WITH THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE (1) THE REPAIR OR REPLACEMENT OF THE SOFTWARE, PROVIDED THAT SUCH SOFTWARE IS RETURNED IN ACCORDANCE WITH THE CONDITIONS PROVIDED HEREIN OR (2) IF SUCH REPAIR CANNOT BE MADE OR AN EQUIVALENT REPLACEMENT CANNO

7. <u>Limitations on Liability</u>. IN NO EVENT SHALL LICENSOR BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, REGARDLESS OF WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF LICENSOR TO YOUR ORGANIZATION FOR ALL CLAIMS RELATING TO THE SOFTWARE OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO LICENSOR HEREUNDER.

8. <u>Miscellaneous</u>. The provisions of Sections 4, 6, 7 and this Section 8 shall continue to apply in accordance with their terms, notwithstanding the termination of this Agreement. References to "your organization" or "you" herein, for purposes of establishing the permitted use of the Software, shall include the operations of any direct or indirect parent or subsidiary company or of any direct or indirect subsidiary company of any such parent company. This Agreement and the rights and obligations of the parties with respect to the Software shall be governed by Virginia law, as it applies to a contract negotiated, executed, and performed in that state and without giving effect to principles of conflicts of law. Any legal action or proceeding arising under this Agreement shall only be initiated in the courts of the Commonwealth of Virginia. Execution and delivery of this Agreement by the parties indicates their intent to submit their disputes, their persons and their property, generally and unconditionally, to the jurisdiction of such courts. Venue shall be proper in any such court. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

## YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THIS AGREEMENT AND THAT BY OPENING THIS PACKAGE, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.