

END-USER LICENSE AGREEMENT FOR ENC SOFTWARE PRODUCTS

STANDARD LICENSE

This is a legal agreement between you (the “Licensee”) and ENC Security B.V. (located in the Netherlands) and its subsidiary, ENC Security Systems LLC (located in the United States of America), collectively (“Licensor” or “ENC”) covering your use of an ENC software product. For the purposes of this Agreement the words “you” and “Licensee” are considered to be one and the same, synonymous, and interchangeable, without altering the contextual meaning of any phrase or the intent of the Agreement.

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE USING AN ENC SOFTWARE PRODUCT. Unless you have a different license agreement in force with ENC, your use, distribution, or installation of this copy of ENC Software is governed by this Agreement, and your downloading, installing and use of the software indicates your acceptance of the terms of this License Agreement. This Agreement is in effect whether or not the software License is registered with ENC by Licensee.

If you do not agree to any of the terms of this License, then do not download, install, or use a copy of an ENC software.

LICENSE GRANT

Subject to the terms of this Agreement, ENC hereby grants Licensee a single limited, non-sub-licensable, non-transferable, non-exclusive license to use the software that Licensee is about to download, install or otherwise access (“Software”) for Licensee’s own use in accordance with this Agreement and ENC’s Terms of Service.

A Single ENC License entitles Licensee to download, install and use one copy of the Windows version and one copy of the Mac OS version of ENC software product on A MAXIMUM of any combination of three enabled computing devices or storage devices. The number of such devices that can be activated by a single license is subject to change at ENC’s sole discretion. Any copy of the software installed on a USB drive may be operated from any USB-supported computer or workstation.

The Software, including any and all updates and upgrades, together with any supporting documentation are licensed, not sold, to Licensee. Licensee agrees that aspects of the licensed materials, including the specific design and structure of individual software, constitute trade secrets and/or copyrighted intellectual property of ENC. Licensee agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of ENC.

The Software is owned by ENC and is protected by copyright law and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material. Paying the license fee allows Licensee the right to use the Software in the manner prescribed herein.

The Software and its related documentation are provided “AS IS” and without warranty of any kind and ENC expressly disclaims all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Under

no circumstances shall ENC be liable for any incidental, special, or consequential damages that result from the use or inability to use the Software or related documentation, even if ENC has been advised of the possibility of such damages. In no event shall ENC's liability exceed the license fee paid, if any.

LICENSE RESTRICTIONS

Licensee may not, directly or indirectly:

- a. modify, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or the underlying ideas or algorithms of the Software, except to the extent applicable statutory law expressly prohibits such restrictions;
- b. create derivative works based on the Software;
- c. use the Software for performing comparisons or other "benchmarking" activities;
- d. copy, rent, lease, distribute, or otherwise transfer rights to the Software;
- e. remove any proprietary notices or labels on the Software.

Violating any terms of the License granted, or the restrictions expressed herein, immediately revokes the right of Licensee to use the Software and requires Licensee to destroy all copies of the Software in possession. Furthermore, ENC reserves all rights to claim from the responsible any damage, either financial or non-financial, resulting from the violations.

THIRD PARTY SOFTWARE

The Software may contain or be delivered with certain third party software ("Third Party Software") that is either Open Source or not licensed pursuant to the provisions set forth above, but is subject to Licensing by the developer/owner. The terms and conditions applicable to ENC's licensing and use of any Third Party Software contained in the Software will be made available to Licensee upon request.

ENC will have no obligation whatsoever under this Agreement to support or maintain any such Third Party Software, nor will ENC have any liability under this Agreement, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claim arising from or related to Licensee's use or distribution of the Third Party Software, and ENC disclaims any and all representations and warranties, express, implied or statutory, with respect to any and all such Third Party Software, including without limitation, any warranties of merchantability, fitness for a particular purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and/or non-interference. Licensee acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, any economic terms, would be substantially different.

LIMITATION OF LIABILITY

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL ENC OR ITS LICENSORS IF ANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. ENC'S LIABILITY FOR DAMAGES OF

ANY NATURE OR KIND WHATSOEVER, ARISING OUT OF THIS AGREEMENT, SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR USE OF THE SOFTWARE.

WARRANTY DISCLAIMER

ENC PROVIDES THE SOFTWARE FOR USE “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, ENC DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SOFTWARE WILL BE FREE FROM ERROR OR BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE SOFTWARE OR WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SHOULD THE SOFTWARE PROVE DEFECTIVE FOLLOWING LICENSE, LICENSEE (AND NOT ENC) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR, EXCEPT AS MAY OTHERWISE BE PROVIDED BY ENC, A RESELLER, OR A SUPPORT PROVIDER.

The Software is owned by ENC and is protected by Canadian and United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material. Paying the license fee allows you the right to use one copy of the Software. You may not modify, adapt, translate, reverse engineer, or disassemble the Software. The Software is for personal use only. Resale of the Software, in any form, in whole or in part, is strictly prohibited. If you violate any part of this agreement, your right to use this Software terminates automatically and you must then destroy all copies of the Software in your possession.

SUPPORT

ENC will provide limited and timely support by email correspondence to assist customers with installing and operating the software. ENC will also make available for download, without charge software updates, as they are prepared and released.

RETURN AND REFUND POLICY

ENC will refund the fee paid by Licensee, upon receipt of request for refund within fourteen (14) days from the date of purchase, provided that the Licensee’s user license has not been registered with ENC and the software has not been activated on a computer or storage device. Refunds in other circumstances are at the sole discretion of ENC.

GOVERNMENT USE

If Licensee is part of an agency, department, or other entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software and documentation is a “commercial item”, “commercial computer software” and “commercial computer software documentation” . The use of the Software and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

RIGHTS RESERVED

All rights of any kind in an ENC software product which are not expressly granted in this License are entirely and exclusively reserved for and by ENC. Licensee may not release the results of any performance or functional evaluation of any ENC software to any third party without written approval of ENC for each such release. Licensee may not make access to ENC software. There are no third party beneficiaries of any promises, obligations or representations made by ENC herein.

ENFORCEMENT OF AGREEMENT

This agreement shall be governed by the laws of the State of Delaware, USA. If, for any reason, a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

ENTIRE AGREEMENT

This Agreement is the complete agreement between ENC and Licensee, and supersedes all prior agreements, whether written or oral, with respect to the Software, and may be amended only in writing. This Agreement is the complete statement of the Agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements.