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The following license provisions shall apply for use of the Software identified in a purchase as test and/or standby/redundant;

- a) Test: Test systems are licensed for non-production environments only.
- b) Standby/Redundant: (i) Standby/redundant systems are licensed for use as cold-standby deployments only, except as specifically provided in this sub-paragraph; (ii) In the event the production system that the standby system has been purchased with is unavailable due to failure or maintenance, the standby system may be used in a production environment for a limited period. In no event may redundant system pairs operate concurrently beyond the use required due to failure or maintenance. Use of the standby system in a production environment shall be subject to the license restrictions of the production environment it is replacing.

- 2. Other Rights and Limitations.** You may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software. You may not modify, copy (except as authorized herein), translate or create derivative works of the Software, or alter, remove or obscure any copyright, trademark or other proprietary notice or disclaimer, or any export restriction or similar notice, contained on the Software or Documentation. You shall reproduce all such notices on any copy of the Software or Documentation made in accordance with this EULA. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer. You may not use any third party software or hardware provided with the Software on a stand-alone basis. You shall notify us promptly in writing of any unauthorized distribution, possession, alteration, transfer, reproduction or other unauthorized use of the Software or Documentation, or any improper or wrongful use of our trademarks or trade names, of which you become aware.

- 3. Term and Termination.** Unless earlier terminated in accordance with the provisions set forth herein, the term of this EULA shall be perpetual. Without prejudice to any other rights, we may terminate this EULA if you fail to comply with any of the terms or conditions hereof. Upon termination, you shall cease using the Software and destroy all copies of the Software and Documentation in your possession.

- 4. Upgrades.** If the Software is an upgrade of a Seceon branded product, you may use that upgraded product only in accordance with this EULA.

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7. Governing Law and Jurisdiction. This EULA shall be construed, and the relations of the parties shall be determined, in accordance with the laws of the State of New Hampshire in the United States, as such laws apply to contracts between residents of New Hampshire. Neither the United Nations Treaty for International Sale of Goods nor the Uniform Computer Information Transactions Act ("UCITA") shall govern this Agreement. If any or all portions of the Software were acquired outside of the United States, local laws may apply.

8. Warranty

a) Software Warranty. Seceon warrants that the Software, as delivered, will conform in all material respects to the user documentation for a period of ninety (90) days from the date of shipment (the "Warranty Period"). Seceon's obligations with respect to the Software warranty under this section are subject to the limitations set forth in Section 9(a) below.

b) Hardware Warranty. Seceon warrants that the Hardware will be free from Material Defects in materials and manufacturing workmanship for a period of ninety (90) days from the date of shipment ("Hardware Warranty Period"). Seceon's obligations with respect to the hardware warranty under this section are subject to the limitations set forth in Section 9(b) below.

9. Warranty Remedies.

a) Software. Seceon's sole responsibility under the limited warranty will be to use reasonable efforts to correct material reproducible errors in the Software that are reported to Seceon within the Warranty Period or, if any material reproducible error in the Software cannot be corrected using commercially reasonable efforts, to refund the license fee paid by you to us. Seceon does not warrant that the Software will be free of errors, or that all program errors will be corrected. The foregoing states our entire liability to you, and your exclusive remedy for, a breach of the limited warranty. If Seceon determines that any reported problem with the Software for which you request warranty services is not covered by the warranty hereunder, you shall pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates. In no event shall we have any obligation to make repairs or replacements required, in whole or in part, as the result of: (i) normal wear and tear; (ii) accident, disaster, or event of force majeure; (iii) misuse, fault, or negligence of or by you; (iv) use of the Software in a manner for which it was not designed; (v) causes external to the Software; or, (vi) use of the Software in combination with equipment or software not supplied by Seceon, including but not limited to any operating system software. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days from the date of delivery, whichever is longer. Outside the United States, neither these remedies nor any support services offered by Seceon are available without proof of purchase from an authorized reseller.

b) Hardware. A Material Defect is any reported malfunction, error or other defect in the hardware reported during the Hardware Warranty Period that can be reproduced by us and constitutes a material substantial nonconformity from the documentation. We shall have no obligation to correct a Material Defect or provide other support services if the Material Defect in the hardware is caused by a malfunction of hardware or software not supplied by us, modification of the hardware not made by or authorized by us, operator error, use of the hardware in a manner not in accordance with the hardware documentation, or use of the hardware does not include all updates available from Seceon. Notwithstanding anything to the contrary contained herein, we do not in any event warrant or represent that all Material Defects in the hardware, can or will be corrected. If a Material Defect is identified in the hardware during the warranty period covering the hardware, we shall use commercially reasonable efforts to provide one of the following at our sole discretion: (1) an electronic remedy; (2) spare part replacement; or, (3) replacement of hardware pursuant to Seceon's then-current policies and procedures.

10. No Other Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES GIVEN BY SECEON WITH RESPECT TO THE SOFTWARE FURNISHED HEREUNDER. SECEON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SAID EXPRESS WARRANTIES SHALL NOT BE ENLARGED OR OTHERWISE AFFECTED BY SECEON'S RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS.

11. Intellectual Property Indemnity.

a) Seceon's Indemnity. Seceon shall defend, indemnify and hold Customer and its officers, directors, employees and agents harmless from and against all claims, actions, judgments, awards, expenses (including reasonable attorneys' fees) and awarded damages assessed against Customer or agreed to be paid by Seceon in settlement that arise from a third party claim that the current, unaltered release of the Software used in accordance with the terms of this Agreement infringes a third party copyright, trademark or U.S. patent, as long as Customer gives Seceon (1) prompt written notice of such claim or action; (2) the right to control and direct the investigation, preparation, defense, and settlement of the action; and (3) reasonable assistance and information with respect to the claim or action. If a final injunction is obtained against Customer's right to continue using the Software or, if in Seceon's opinion the Software is likely to become the subject of a claim, then Seceon may (a) obtain the right for Customer to continue to use the Software; or (b) replace or modify the Software so that it no longer infringes but functions in a materially equivalent manner. If Seceon determines that neither of these alternatives is reasonably available, then Seceon may terminate this Agreement, and upon return of the Software to Seceon, refund any monies paid by Customer for the affected Software less depreciation for use, assuming straight line depreciation over a five-year useful life.

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c) Exclusive Remedy. Notwithstanding anything to the contrary in this Agreement, this Section 11 states Seceon's entire liability and Customer's exclusive remedy for proprietary rights infringement.

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16. Canadian Transactions. If you obtained the Software in Canada, you agree to the following: The parties hereto have expressly required that the present Agreement be drawn up in the English language. / Les parties aux presentes ont expressement exige que la presente conventions et ses Annexes soient redigees en la langue anglaise.

17. Entire Agreement. This EULA constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or



oral. This EULA may only be amended by you with a written document signed by both parties. The terms on any Order Agreement or similar document will have no effect.

- 18. Miscellaneous.** You may not delegate any duties nor assign any rights hereunder without our prior written consent, and any such attempted delegation or assignment shall be deemed void absent our consent. In the event that any provision contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The failure by either party to enforce, or the waiver by either party of a breach of any provision contained herein shall not constitute a waiver of any other breach or of such provision.