

IZENDA SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING

Do not use or load this software and any associated materials (collectively, the "Software") until you have carefully read the following terms and conditions. By loading or using the Software, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Software.

LICENSES:

Please note:

- If you are a network administrator, the "Server License" below shall apply to you.
- If you are an end user, the "Single User License" shall apply to you.
- If you are an original equipment manufacturer (OEM), the "OEM License" shall apply to you.

SERVER LICENSE:

You may copy the Software onto your organization's computers for your organization's use, and you may make a reasonable number of back-up copies of the Software, subject to these conditions:

1. This Software is licensed for use only in conjunction with Izenda component products. Use of the Software in conjunction with non-Izenda component products is not licensed hereunder.

2. You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software.

3. You may not reverse engineer, decompile, or disassemble the Software.

4. You may not sublicense or permit simultaneous use of the Software by more than one user.

5. The Software may include portions offered on terms in addition to those set out here, as set out in a license accompanying those portions.

SINGLE USER LICENSE:

You may copy the Software onto a single computer for your personal, noncommercial use, and you may make one back-up copy of the Software, subject to these conditions:

1. This Software is licensed for use only in conjunction with Izenda component products. Use of the Software in conjunction with non-Izenda component products is not licensed hereunder.

2. You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software.

3. You may not reverse engineer, decompile, or disassemble the Software.

4. You may not sublicense or permit simultaneous use of the Software by more than one user.

5. The Software may include portions offered on terms in addition to those set out here, as set out in a license accompanying those portions.

OEM LICENSE:

You may reproduce and distribute the Software only as an integral part of or incorporated in Your product or as a standalone Software maintenance update for existing end users of Your products, excluding any other standalone products, subject to these conditions:

1. This Software is licensed for use only in conjunction with the application specified in the "Term Sheet". Use of the Software in conjunction with non-specified components or products is not licensed hereunder.

2. You may not copy, modify, rent, sell, distribute or transfer any part of the Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Software.

3. You may not reverse engineer, decompile, or disassemble the Software.

4. You may only distribute the Software to your customers pursuant to a written license agreement. Such license agreement may be a "break-the-seal" license agreement. At a minimum such license shall safeguard Izenda's ownership rights to the Software.

5. The Software may include portions offered on terms in addition to those set out here, as set out in a license accompanying those portions.

NO OTHER RIGHTS:

No rights or licenses are granted by Izenda to You, expressly or by implication, with respect to any proprietary information or patent, copyright, mask work, trademark, trade secret, or other intellectual property rights owned or controlled by Izenda, except as expressly provided in this Agreement.

OWNERSHIP OF SOFTWARE AND COPYRIGHTS:

Title to all copies of the Software remains with Izenda or its suppliers. The Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Software. Izenda may make changes to the Software, or to items referenced therein, at any time without notice, but is not obligated to support or update the Software. Except as otherwise expressly provided, Izenda grants no express or implied right under Izenda patents, copyrights, trademarks, or other Izenda intellectual property rights.

LIMITED MEDIA WARRANTY:

If the Software has been delivered by Izenda on physical media, Izenda warrants the media to be free from material physical defects for a period of ninety days after delivery by Izenda. If such a defect is found, return the media to Izenda for replacement or alternate delivery of the Software as Izenda may select.

EXCLUSION OF OTHER WARRANTIES:

EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Izenda does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL IZENDA OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF IZENDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION OF THIS AGREEMENT:

Izenda may terminate this Agreement at any time if you violate its terms. Upon termination, you will immediately destroy the Software or return all copies of the Software to Izenda.

APPLICABLE LAWS:

Claims arising under this Agreement shall be governed by the laws of Georgia, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. You may not export the Software in violation of applicable export laws and regulations. Izenda is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Izenda.

GOVERNMENT RESTRICTED RIGHTS:

The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Software by the Government constitutes acknowledgment of Izenda's proprietary rights therein. Contractor or Manufacturer is Izenda.