

COURION CORPORATION
End-User License Agreement
Version: CW_EULA_04-24-07

This End-User License Agreement (“Agreement”) is by and between the company, entity or individual (“You” and/or “Your”) who is acquiring the license to use the Software, as defined below, and Courion Corporation, a Delaware corporation (“Courion”). (“You” and “Courion” may be individually referred to “Party” and/or collectively referred to as the “Parties”).

BEFORE YOU CLICK THE “ACCEPT” BUTTON TO CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CAREFULLY READ ALL THE TERMS AND CONDITIONS. BY CLICKING ON THE “ACCEPT” BUTTON; OPENING THE SEALED DISK PACKAGE; DOWNLOADING, INSTALLING, COPYING, AND/OR USING THE SOFTWARE YOU ARE CONSENTING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “CANCEL” BUTTON; DO NOT USE THIS SOFTWARE AND RETURN THE SOFTWARE AND ITS MEDIA TO THE PLACE OF PURCHASE FOR A FULL REFUND. IT IS STRONGLY RECOMMENDED THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS A PRINTABLE VERSION MAY BE LOCATED AT WWW.COURION.COM/LEGAL .

Definitions.

“Authorized Contact(s)” shall mean named individuals trained in the use of Software and Services identified on the Entitlement and/or otherwise identified by You as having security authorization to contact Courion’s Technical Support Department to report problems and seek assistance in the use of the Software and Services.

“Documentation” shall mean the applicable installation guides, service descriptions, technical specifications, on-line help files, and user manuals for the Software provided by Courion.

“Entitlement” shall mean the collective set of applicable documents, including but not limited to all exhibit(s), attachment(s), addendum(s), schedule(s) , and/or invoice(s) authorized and provided by Courion evidencing Your obligation to pay associated fees for the Software and Maintenance Services.

“Maintenance Services” shall mean the maintenance service in support of the Software purchased by You commencing and terminating as reflected in Entitlement.

“Seat(s)” shall mean individual instances of the Software being utilized or managed by an individual under an assigned User ID and password that stores and/or accesses data or for which data is stored or accesses for by an internal administrator and/or manager, utilizing the Software, including but not limited to those accounts that are designated by You as “Enabled”, or “Disabled”.

“Shipment Date” shall mean the earliest calendar day in which Courion (i) initially ships to You the Software and/or Documentation via a reputable overnight courier; (ii) allows You to access the Software and Documentation via a TCP/IP and/or FTP transfer site; or (iii) actually installs the Software and provided the Documentation.

“Software” shall mean the software products as reflected in the Entitlement.

“Upgrade” and/or “Update” shall mean error corrections, minor enhancements, and major enhancements to the Software that You have licensed hereunder as reflected in the Entitlement.

License Grant.

In consideration for the payment of the Software fees, Courion hereby grants to You and You hereby accept, a limited nonexclusive, perpetual and/or term, non-transferable license, for the Software as reflected in the Entitlement, to (i) install the Software on Your computer systems equal to the number and type of Seats; (ii) use the Software in object-code/executable form only for Your internal business needs; (iii) use the Documentation to

support the use of the Software; and/or (iv) make a commercially reasonable number of copies of the Software in object-code/executable form only, for non-production backup purposes.

License Restrictions.

You specifically agree to limit the use of the Software and/or Maintenance Services to those specifically granted in this Agreement. Without limiting the foregoing, You specifically agree not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize and/or create derivative works of the Software; (iii) remove any of Courion's, or its vendors, copyright notices and proprietary legends (iv) use the Software (a) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (d) in any application that may involve risks of death, personal injury, severe property damage/environmental damage, and/or in any life support applications, devices or systems; (e) such that the total number of Seats in excess of the total Seats allocated to You as reflected in the Entitlement; and/or (v) file copyright or patent applications that include the Software or any portion thereof. The Software supports the use of digital certificates to enhance security. If You desire to utilize this security feature, then You must also obtain a digital certificate from a certificate authority. You are solely responsible for the request, purchase, and maintenance of the digital certificate. Following receipt of the digital certificate and successful installation, Your use of this security feature of the Software will be enabled. You are solely responsible for maintaining the security of the environment in which the Software is used, the security and integrity of Software files and specifications, and the administrative passwords for the Software.

Evaluation License.

If the Software is designated as an "Evaluation License" as reflected in the Entitlement, Courion grants to You and You hereby accept a temporary, non-exclusive, non-transferable right to use one (1) copy of the Software in object-code/executable form only, solely for evaluation purposes, but not for general production use, during the term of the evaluation period of ninety (90) days from the Shipment Date. The Evaluation License shall cease to function ninety (90) days after the Software is installed or after such time as stipulated in the license key provided. At such time, You may obtain a license grant for use of the Software by contacting Courion and agreeing to the appropriate End-User License Agreement.

Pilot License.

If the Software is designated as a "Pilot License" as reflected in the Entitlement, Courion grants to You and You hereby accept a temporary, non-exclusive, non-transferable right to use one (1) copy of the Software in object-code/executable form only, solely for pilot purposes, but not for general production use, during the shorter of the period stipulated by the Pilot License or the period permitted by the license key. The Pilot License shall cease to function after the expiration of the Pilot License period. At such time, You may obtain a license grant for use of the Software by contacting Courion and agreeing to the appropriate End-User License Agreement.

Developer License.

If the Software is designated as a "Developer License" as reflected in the Entitlement, Courion grants to You and You hereby accept a limited, non-exclusive, perpetual and or term, non-transferable license, for the Developer License term, solely for the purpose of designing, developing, maintaining and testing Your software applications in conjunction with the Software. You may modify the sample source code versions of the sample files, if any, included with the Software in accordance with the section entitled "License Restrictions", excluding the sub-section ii and utilize such modified sample source code versions within Your organization only to authorized users of the Software.

Fees.

A fee is required for the Software and/or Maintenance Services. Note that the Software fee is based on the number of allowed Seats as reflected in the Entitlement. You are required to notify Courion annually of the number of Seats supported by the Software, at which time You will be invoiced for an additional Software and Maintenance fee if Your number of Seats supported has increased above that allowed by the applicable Entitlements. Other fee arrangements may be applicable depending on the particular Software that You have acquired. All fees are exclusive of sales, use, value-added or other excise tax, however designated or levied, and therefore, are subject to an increase in an amount equal to any tax Courion may be required to collect or pay (excluding taxes on its income). Any fees paid are non-refundable for the Software and Maintenance Services except as provided for in the section entitled "Warranties". Courion may decline to make any shipments or provide services, including but not limited to Maintenance Services, if in Courion's reasonable opinion, circumstances exist, which raise doubt as to Your ability or willingness to pay as provided herein. Upon default by You, Courion shall have other rights and remedies as may be provided by law. If Maintenance Services are withheld in accordance with the foregoing, in order to reinstate such Maintenance Services, You shall be responsible for paying all fees associated with back Maintenance Services from the date that such Maintenance Services were withheld through to the then-current date.

Taxes.

You shall be liable for payment of all local state and federal sales, use, excise, personal property or other similar taxes or duties that are levied upon and related to the performance of obligations or exercise of rights under this Agreement. Courion may be required to collect and remit taxes from You, unless You provide Courion with a valid tax exemption certificate. Courion will invoice You for all such taxes based on Software and/or Maintenance Services provided hereunder. In no event will either Party be responsible for any taxes levied against the other Party's net income.

Maintenance Services.

In consideration for the ongoing payment of the Maintenance fees, as reflected in the Entitlement, Courion shall provide Maintenance Services for the Software. You acknowledge that this Agreement includes a warranty for the Software for a period of ninety (90) calendar days from the Shipment Date. The initial Maintenance Services period commences upon the Shipment Date of the Software; therefore, the Warranty Period overlaps the initial Maintenance Services period. So long as You have not lapsed in Your payment of the Maintenance fees due hereunder, You shall receive all Updates and Upgrades that are not designated by Courion as new products and/or modules for which a separate fee may be charged. If You have lapsed in the payment of Maintenance fees due hereunder, You shall be responsible to pay from the date that such Maintenance Services were stopped through to the then-current date all such Maintenance fees, in full, prior to recommencement of Maintenance Services. After the initial Maintenance Services period, You will be notified and invoiced sixty (60) days prior to the annual renewal date of such Maintenance Services.

Error Correction.

Courion shall be responsible for using commercially reasonable diligence to correct verifiable and reproducible errors when properly reported to Courion. The error correction(s), when completed, may be provided in the form of a "temporary fix," which shall consist of sufficient programming and operating instructions to implement such error correction(s).

Previous Versions.

It is Your responsibility to obtain and install all Upgrades and Updates; Courion shall take commercially reasonable efforts in accordance with industry standards to notify You of all Upgrades and Updates. Courion reserves the right to withhold support for versions of the Software, which have not had the latest Upgrades and Updates installed. If You elect not to install the latest Upgrades and Updates, then Courion shall only provide Maintenance Service for the previous two (2) versions of the Software.

Authorized Contacts.

For security purposes, You shall provide at all times a minimum of two (2) Authorized Contacts. You shall provide to Courion and keep current the phone numbers and email addresses of all such Authorized Contacts. The Authorized Contacts shall be the sole contacts for all communications between You and Courion's Technical Support department.

Software Warranty.

Courion warrants for a period of ninety (90) days from the initial Shipment Date of the Software, ("Warranty Period") for Your benefit alone, that (i) the Software will perform substantially and materially in accordance with such Software's technical specifications included or referred to in the applicable Documentation, (ii) except as specified in the Documentation and to the best of Courion's knowledge, the Software does not contain any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, software lock (other than a lock for limiting the number of Seats to the number purchased under this Agreement), drop-dead device, malicious logic, worm, Trojan horse, error, defect or trap door, that is capable of deleting, disabling, deactivating, interfering with, or otherwise harming the Software, Your databases or hardware, data, or computer programs or codes, or that is capable of providing access or produce modifications; and (iii) the Software and the media on which the Software is delivered to You do not contain or include any codes or programs, which causes, directly or indirectly, any material corruption, deterioration, alteration or other adverse change to the Software or any of Your other software or hardware ("Software Warranty"). Courion does not warrant that the Software will be error-free in all circumstances. In the event of any defect or error covered by such Software Warranty, You agree to provide Courion with sufficient detail to allow Courion to reproduce the defect or error. For any defect or error in the Software covered by such Software Warranty during the Warranty Period, Courion will attempt to repair or replace the Software at Courion's facility by issuing corrected instructions or a workaround. If Courion is unable to correct such defect or error after a reasonable opportunity, Courion will refund the Software fees paid for such Software.

Warranty Exclusions & Exclusive Remedy.

The warranties stated herein shall not include nor extend to (i) any improper use, operation or neglect of the Software; (ii) the unauthorized modification of the Software or the merger of the Software (in whole or part) with any other software or equipment by You not previously approved by Courion; (iii) any material breach by You of Your obligations under this Agreement; and/or (iv) use of the Software or Services for any purpose not set out in the Documentation and/or the sections "License Grant" and "License Restrictions". All remedies stated in this section "Warranties", are Your sole and exclusive remedy and shall be Courion's entire liability in contract, tort, or otherwise.

NO FURTHER WARRANTIES.

EXCEPT AS SPECIFIED IN THE SECTION TITLED , "WARRANTIES," THE SOFTWARE AND THE MAINTENANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, COURION SHALL HAVE NO LIABILITY FOR THE SOFTWARE OR ANY SERVICES PROVIDED IN FURTHERANCE OF THIS AGREEMENT; COURION MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND COURION SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

EXCLUSION OF CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

LIMITATION OF LIABILITY.

COURION SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE UNLESS SUCH LOSS OR DAMAGE IS DUE TO COURION'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IF COURION IS FOUND

LIABLE, THE AMOUNT OF COURION'S MAXIMUM LIABILITY FOR ANY AND ALL LOSSES AND/OR DAMAGES (IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL SOFTWARE FEES ACTUALLY PAID TO COURION FOR THE RELEVANT SOFTWARE FEES WITHIN THE PRIOR SIX (6) MONTHS FROM WHICH SUCH CLAIM ARISES. IF THE DATA TRANSMITTED IS INSURED BY YOU, YOU SHALL CAUSE ITS INSURERS OF SUCH DATA TO WAIVE ANY RIGHT OF SUBROGATION AGAINST COURION.

ESSENTIAL PURPOSE.

THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

Indemnification.

If a third party claims that the original, unaltered, unmodified Software infringes any U.S. patent, copyright or trade secret, Courion will (as long as You are not in material default under this Agreement) indemnify, defend and hold You harmless against such claim at Courion's expense and pay all damages that a court of competent jurisdiction finally awards, provided that You (i) promptly notify Courion in writing of the claim; (ii) allow Courion to control the defense or any related settlement negotiations; and (iii) cooperate with Courion in the defense of any such claim(s); provided that Courion will not affect any settlement unless such settlement provides You with a full release. If such a claim is made or appears possible, Courion may, at its option, (i) secure for You the right to continue to use the Software; (ii) modify or replace the Software so it is non-infringing; or, (iii) in Courion's reasonable judgment, if neither of the foregoing options is available, require You to return the Software for a refund or credit (at Courion's sole option) equal to the portion of previously paid fees allocable to the remaining term. However, Courion has no obligation for any claim based on a modified version of the Software or the combination, operation, or use of the Software with any software, product, data, or apparatus not provided by Courion. THIS PARAGRAPH STATES COURION'S ENTIRE OBLIGATION TO YOU AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT.

Audit.

You shall maintain records reasonably required to verify compliance with this Agreement. Upon at least thirty (30) calendar days notice to You, and not less than twelve (12) months since a prior audit, Courion may audit and inspect the applicable records of You, at Your principal place of business, during Your normal business hours and in such a manner as to avoid unreasonable interference with Your business operations. In the event that Courion determines that You have underpaid any payment due under this Agreement, Courion shall notify You in writing of this alleged discrepancy. Any undisputed underpayment by You shall be paid to Courion (plus interest at the lesser of one and one half percent (1.5 %) per month or the highest rate permitted by law), within thirty (30) calendar days of such determination.

Notices.

All notices under this Agreement shall be in English and shall be in writing and given by registered, airmail or overnight delivery. Notices shall be deemed given when received. Notice to Courion shall be sent to Courion Corporation at 1881 Worcester Road, Framingham, Massachusetts, United States 01701.

Force Majeure.

Neither Party shall be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other or an end user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's foreseeable control including but not limited to strikes, riots, natural catastrophes, terrorist acts, governmental intervention, or other acts of God, or any other causes beyond such Party's reasonable control.

Relationship with Third Parties.

This Agreement governs the relationship between Courion and You. No other person or entity shall be a party to this Agreement nor shall they be considered a third-party beneficiary of this Agreement.

Severability & Survival.

The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction then such clause shall be re-construed to provide the maximum protection afforded by law in accordance with the intent of the applicable provision. Any provision of this Agreement that by its nature is intended to survive will survive any termination or expiration of this Agreement.

Intellectual Property & Protections.

Courion shall have sole and exclusive ownership of all right, title, and interest in and to the Software, Maintenance Services, Documentation and all copies thereof including all Updates, Upgrades, derivations, modifications and enhancements thereto (including but not limited to ownership of all intellectual property rights). This Agreement does not provide You with title or ownership of the Software, Services and/or Documentation, but only a right of limited use. Any modifications to the sample source code, pursuant to the Section titled "Developer License" shall be the property of Courion. You hereby assign to Courion and agree to deliver to Courion any and all enhancements, modifications, revisions and documentation that You create in modifying the Software. You will cooperate with Courion in preserving its rights. Courion hereby grants You a fully paid, worldwide, non-exclusive, non-transferable right to use the modified source-code version of the Software. You may not (i) distribute such source-code version or any derivative works of the Software outside of Your organization; and/or (ii) use the Software to process information, or to generate output data, for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations. Modification of the source code shall void Your warranty and Courion shall have no further maintenance responsibility.

Term.

This Agreement shall continue for one (1) year ("Term"). Thereafter, the Term shall automatic renew on a year-by-year basis, until receipt of written notice of non-renewal, with or without cause, is delivered by either Party to the other not less than thirty (30) calendar days prior to the expiration of the then-current Term. Upon termination of this Agreement, You shall destroy the Software and Documentation, together with all copies in any form and providing Courion with written notice of termination certifying the destruction of such Software and Documentation. You acknowledge and agree that all Fees are non-refundable. If this Agreement provides for ongoing payments during the Term and You terminate prior to the end of the then-current Term, You agree to pay the full amount that would have become due up to the end of the then-current Term.

Termination for Material Breach.

This Agreement may be terminated by either Party upon thirty (30) calendar days' written notice for a material breach by the other Party, unless such other Party cures the breach within the thirty (30) calendar day notification period. You agree upon any termination to destroy the Software, together with all copies in any form. Termination of this Agreement does not relieve You of any outstanding payments due or any liability arising prior to termination.

Assignment.

Neither Party may assign any rights or delegate any obligations hereunder, whether by operation of law or otherwise, except in the case of a sale of either Party's business whether by merger, sale of assets, sale of stock or otherwise, or except with the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, You may not assign this Agreement to a direct competitor of Courion. Any attempted assignment or delegation outside these exceptions or without such written consent shall be voidable by the non-assigning Party. This Agreement may also be terminated without a notice period by a written

communication to You if as the result of any transaction a change of control occurs, directly or indirectly, such that a competitor of Courion controls You or any entity, which becomes a Party to this Agreement, directly or indirectly. This Agreement binds the Parties, their respective participating subsidiaries, affiliates, successors and permitted assigns.

Applicable Law.

This Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced, and performed in accordance with the laws of the Commonwealth of Massachusetts, USA, without reference and/or regard to its conflicts of laws principles. Each Party hereby submits to the exclusive jurisdiction of the courts of Massachusetts and hereby waives any objections to venue with respect to actions brought in such courts.

Export Restrictions.

You acknowledge that the Software is subject to United States export control laws. You shall comply with all applicable export laws, obtain all applicable export licenses and will not export or re-export any part of the Software Products to any country in violation of such restrictions or any country that may be subject to an embargo by the United States. Both Parties specifically agree that the U.N. Convention on the International Sale of Goods, the Uniform Computer Information Transactions Act ("UCITA"), and the Uniform Commercial Code (UCC 2B) shall not apply to any and all actions performed by either Party hereunder in furtherance of this Agreement.

Government End-User Notice.

The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §12.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227,7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. For some components of the Software as specified in the Entitlement, this Software and Documentation are provided on a RESTRICTED basis. Use, duplication, or disclosure by the US Government is subject to restrictions set forth in Subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

Waiver.

Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

Privacy.

You may be considered a Data Controller and Courion may be considered a Data Processor of Personal Data under the terms of the then-current applicable privacy and/or data protection acts. You shall provide instructions to Courion as to how Courion shall process any such Personal Data. If Personal Data is contained in any data transmitted by You to Courion then You shall indicate the identity of the applicable country(ies) from which such Personal Data originated in a form sufficient that Courion may ensure compliance with the then-current applicable privacy and/or data protection acts. You shall update Courion, from time to time, in accordance with the notice provisions set forth in this Agreement. If You do not indicate the country of origin, then You hereby warrant and represent that all Personal Data originates from the United States.

European Union Data Protection Act.

In accordance with Commission Decision 2002/16/EC of 27 December 2001 on standard contractual clauses for the transfer of personal data to third countries, under Directive 95/46/EC, the Annex titled "Standard Contractual Clauses" is hereby incorporated by reference in its entirety. With respect to such Annex the "data exporter" shall be

defined as “You” and the “data importer” shall be defined as “Courion”. You may find a complete version of the text at www.courion.com/legal .

Entire Agreement & Integration.

This Agreement and all Entitlements referencing this Agreement represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the Parties. Neither Party shall be deemed the drafter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both Parties. All additional and conflicting terms and conditions presented with or in any communication, including but not limited to Your purchase order (“P.O.”), except with respect to price, quantity and location specified in a P.O., are hereby rejected and shall be deemed null and void.