

END-USER SOFTWARE LICENSE AGREEMENT

IMPORTANT -- READ CAREFULLY: This is a legal agreement between you ("Licensee"), and Moxsi LLC ("Company") for the software product identified below. This license ("License") contains rights and restrictions associated with use of the accompanying software, x411 Directory Assistant ("Software") including, but not limited to, one or more of the following: binaries, object code, dynamic link libraries, static libraries, byte code, utility programs, images and scripts together with the accompanying documentation and examples. Read the License carefully before opening installing or using the Software. By installing or using the Software you agree to be bound by the terms and conditions of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

- 1. Limited License Grant.** Subject to payment of applicable license fees, Company grants to Licensee a non-exclusive, non-transferable limited license to use the Software. Except for the foregoing, Licensee may not redistribute the Software in whole or in part, either separately or included with a product. You may: use the Software on any single computing device; copy the Software for archival purposes, provided any copy must contain all of the original Software's proprietary notices. Additional copies of Software must be purchased directly from Company.
 - 2. Use Definition.** The Software is "in use" on a computing device when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, flash file system, CD-ROM, or other storage device) of that computing device, except that a copy installed on a network server for the sole purpose of distribution to other computing devices is not "in use".
 - 3. Restrictions.** The Software is confidential copyrighted information of Company and title, ownership rights, and intellectual property rights in the Software and all rights to the Software are retained by Company. The Software is protected by the copyright laws and treaties. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This License gives you no rights to such content. You may not: permit other individuals to use the Software except under the terms listed above; permit concurrent use of the Software; modify, translate, reverse engineer, decompile, decrypt, extract, disassemble, or create derivative works based on the Software; copy the Software other than as specified in Section 1 of this License; sell, rent, lease, grant a security interest in, or otherwise transfer rights to the Software; or alter or remove any proprietary notices or labels on the Software. Software may not be leased, assigned, or sublicensed, in whole or in part, except as specifically authorized in Section 1. Licensee warrants that it will not use or redistribute the Software for such purposes.
- Therefore you must treat the Software like any other copyrighted material and not reproduce it except that you may either: (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy any printed materials accompanying the Software.

- 4. High Risk Activities.** The Software is not fault-tolerant and is not designed, manufactured or intended for use in on-line control equipment in hazardous environments requiring fail-safe performance, such as in the design, construction, operation or maintenance of any aircraft, air traffic, aircraft navigation, aircraft communications, nuclear facilities, direct or indirect life support machines, or weapons systems. Company and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee warrants that it will not use or redistribute the Software for such purposes.

- 5. Trademarks and Logos.** This License does not authorize Licensee to use any Company Names, trademarks, or logos. Licensee acknowledges that Company owns the logos and icons and agrees to not do anything harmful to or inconsistent with Company's rights in respect to any trademarks, names, or logos.

- 6. Taxes.** All charges and fees paid are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. Licensee agrees to pay or reimburse Company for all federal, state, dominion,

provincial, or local sales, use, personal property, excise, VAT or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by the Agreement (other than taxes on the net income of Company).

Licensee agrees that the amounts to be remitted to Company are to be the actual amounts due without withholding taxes or other assessments by authorities anywhere in the foreign location. If any withholding tax is imposed under the laws of a country or other taxing jurisdiction outside of the United States on any amounts paid to Company, such amounts will be increased by the amount of the withholding tax. Licensee shall be solely responsible for and shall pay any and all amounts required in the foreign location to be withheld, charged, deducted, or assessed against such payment amounts, and will promptly furnish Company with certificates evidencing payment of such amounts.

7. Disclaimer of Warranty. Company warrants that (a) the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by Company shall be substantially as described in applicable written materials provided to you by Company, and Company support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software, if any, are limited to ninety (90) days.

EXCEPT AS PROVIDED ABOVE, THIS SOFTWARE AND ANY RELATED SERVICES OR DOCUMENTATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT A WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU AND NOT COMPANY ASSUME THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. IN SOME JURISDICTIONS THIS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT ARE BY JURISDICTION.

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING OR DISTRIBUTING SOFTWARE. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTING DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, TORT, CONTRACT, OR OTHERWISE, ARISING OUT OF THE USE OF, MISUSE OF OR INABILITY TO USE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN SOME JURISDICTIONS THIS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT ARE BY JURISDICTION.

In no event will Company liability to Licensee, whether in contract, tort (including negligence), or otherwise exceed the total price paid for the software or the annual Service Fee paid to Company by Licensee for the twelve (12) months preceding the event giving rise to the claim. No action, whether in contract or tort including but not limited to negligence, arising out of or in connection with this Agreement may be brought by either party more than eighteen (18) months after the cause of action has accrued.

9. Customer Remedies. Company and its suppliers' entire liability and your exclusive remedy shall be, at Company's option, either (a) return of the price paid, if any, or (b) repair or replacement of the Software that does not meet Company's Limited Warranty. All Software returns and replacements must include a copy of the original receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

10. Termination. Licensee may terminate this License at any time by destroying all copies of Software. This License will terminate immediately without notice from Company if Licensee fails to comply with any provision of this License. Upon such termination, Licensee must destroy all copies of Software.

11. Export Regulations. Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software. Software may not be downloaded, or otherwise exported or re-exported (i) into, or to a national or resident of, Cuba, Iraq, Iran, North Korea, Libya, Sudan, Syria or any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders.

12. Restricted Rights. Use, duplication or disclosure by the United States government is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7013(c) (1) (ii) and FAR 52.227-19(c) (2) as applicable.

13. Governing Law. Any action related to this License will be governed by New Jersey law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

14. Severability. IF ANY OF THE ABOVE PROVISIONS ARE HELD TO BE IN VIOLATION OF APPLICABLE LAW, VOID, OR UNENFORCEABLE IN ANY JURISDICTION, THEN SUCH PROVISIONS ARE HEREWITH WAIVED OR AMENDED TO THE EXTENT NECESSARY FOR THE LICENSE TO BE OTHERWISE ENFORCEABLE IN SUCH JURISDICTION. HOWEVER, IF IN COMPANY'S OPINION DELETION OR AMENDMENT OF ANY PROVISIONS OF THE LICENSE BY OPERATION OF THIS PARAGRAPH UNREASONABLY COMPROMISES THE RIGHTS OR INCREASE THE LIABILITIES OF COMPANY, COMPANY AUTOMATICALLY TERMINATES THE LICENSE WITHOUT ANY REMEDY TO THE LICENSEE. UPON SUCH TERMINATION, LICENSEE MUST DESTROY ALL COPIES OF THE SOFTWARE.

15. Breach of Agreement. It is understood and agreed that, notwithstanding any other provision of this Agreement, Licensee's breach of any of the provisions of this Agreement will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company will therefore be entitled to seek timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

16. Miscellaneous. This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

17. Should you have any questions concerning this Agreement, or if you desire to contact Company for any reason, please contact by means specified below:

Moxsi LLC

Email: info@moxsi.com
Phone: 1.866.598.1575
Fax: 1.866.598.1576