Software programs listed below are licensed to end users by Mayfair Software Distribution, Inc. ("Mayfair") on the terms set forth in this license. The software programs are provided either on a CD, on a hard drive installed in a self-service terminal or other device, or on other media. Each of these programs is owned and copyrighted by the respective author indicated, and use of each program is governed by the respective author's license terms set forth below, which terms may also be included on the CD, hard drive or other media on which the software is provided.

Mayfair claims copyright in the compilation only. THIS SOFTWARE IS PROVIDED BY MAYFAIR AS IS AND WITHOUT WARRANTY OF ANY KIND.

Installation or use of this software and/or the use of a terminal or other device on which the software has been installed, constitutes your agreement to be legally bound by these terms. If you do not agree with these terms, do not use or install this software and contact Mayfair Software at <u>www.mayfairsoftware.com</u> to arrange for return of the software and a refund of the value of the CD media on which Mayfair normally distributes this software.

NEITHER MAYFAIR, NOR ITS AGENTS, DISTRIBUTORS, AFFILIATES, SUPPLIERS OR CONTENT PROVIDERS, SHALL BE LIABLE FOR ANY VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THE SOFTWARE REFERENCED BELOW OR ANY OTHER SOFTWARE THAT MAY BE PROVIDED BY MAYFAIR. THE LIABILITY OF ANY SUCH ENTITIES IS LIMITED SOLELY AND EXCLUSIVELY TO REFUNDING THE VALUE OF THE MEDIA (BLANK CD) ON WHICH THE SOFTWARE IS NORMALLY PROVIDED.

20050715 Sygate Software License Agreement

Sygate Technologies, Inc. ("Sygate") through its distributor(s) grants to the entity ("Customer" or "you") that has purchased one or more license(s) to use Sygate's proprietary software (the "Software") and the accompanying online help files and user documentation (the "Documentation") the following license to use the Software according to this Agreement only if Customer agrees to be bound by all of the terms of this Agreement.

THIS PRODUCT IS PROVIDED TO YOU AS IS AND WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE MAY BE PRE-INSTALLED ON A TERMINAL OR IT MAY BE INCLUDED SEPARATELY ON A CD-ROM.

BY INSTALLING OR USING THE SOFTWARE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF CUSTOMER DOES NOT AGREE TO ANY OF THE TERMS BELOW, SYGATE IS UNWILLING TO LICENSE THE SOFTWARE AND DOCUMENTATION TO CUSTOMER, AND CUSTOMER SHOULD NOT INSTALL OR USE THIS SOFTWARE BUT SHOULD CONTACT MAYFAIR SOFTWARE AT WWW.MAYFAIRSOFTWARE.COM TO ARRANGE FOR RETURN OF THE SOFTWARE AND A REFUND OF THE VALUE OF THE MEDIA.

1. LICENSE GRANTS.

1.1 Grant of License. Subject to the terms and conditions of this Agreement (including Customer's obligation to pay all fees applicable hereunder), Sygate hereby grants to Customer and its wholly-owned subsidiaries as of the Effective Date (as defined in Section 7 below) (collectively, the

"Enterprise") a limited, non-exclusive, non-transferable, non-sublicenseable license to: (a) use the Software in accordance with the Documentation within the Enterprise solely for Customer's business purposes; and (b) at any time make a reasonable number of copies of the software for backup or archival purposes. Customer guarantees the compliance by the Enterprise with the terms and conditions of this Agreement.

1.2 "Enterprise" Clarified. As used herein, the term "Enterprise" does not include any business entities or assets of business entities that become part of the Enterprise through merger, acquisition activity, or otherwise ("Acquired Companies") after the Effective Date (as defined in Section 7 below).

1.3 Reservation of Rights. Title to and ownership of the Software (including but not limited to all computer codes, animations, logos, images and text therein) and Documentation, and any copies, modifications, and derivative works thereto, as well as any and all Intellectual Property Rights therein and related thereto, are and shall remain the exclusive property of Sygate and its licensors. The Software is protected by the laws of the United States and other jurisdictions. Customer acknowledges and agrees that Customer shall have no rights with respect to any of the foregoing, other than the rights expressly set forth in this Agreement, and any rights not specifically granted herein to Customer are reserved to Sygate and its licensors. As used herein, "Intellectual Property Rights" shall mean means copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

2. LICENSE RESTRICTIONS.

2.1 Restrictions. Customer agrees, on behalf of itself and the Enterprise, that Customer and the Enterprise will not:

(a) sell, lease, license, sublicense, encumber or otherwise deal with any portion of the Software or Documentation;

(b) decompile, disassemble, or reverse engineer any portion of the Software;(c) write or develop any derivative software or any other software program based on the Software or any Intellectual Property Rights of Sygate or its licensors;

(d) provide, disclose, divulge or make available to, or permit use of the Software by persons other than Customer employees and contractors without Sygate's written consent;

(e) exceed the number of Licensed Copies purchased by Customer from Sygate or Sygate's distributors.

3. AUDITS. Customer agrees to give Sygate and/or Sygate's distributors access and assistance as may be reasonably necessary to audit Customer operations wherever situated to confirm the number of Licenses.

4. TECHNICAL SUPPORT AND MAINTENANCE.

Software technical support and maintenance, if any, will be provided by Sygate's distributor in accordance with the distributors then current support policy.

5. DISCLAIMER OF WARRANTY.

SYGATE AND ITS DISTRIBUTORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SYGATE OR ITS DISTRIBUTORS HAD BEEN INFORMED OF SUCH PURPOSE), INTERFERENCE WITH CUSTOMER'S QUIET ENJOYMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IN EACH JURISDICTION IN WHICH ANY SUCH DISCLAIMER IS UNENFORCEABLE, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO SIXTY (60) DAYS FROM THE DATE CUSTOMER FIRST INSTALLED OR USED THE SOFTWARE ON ANY MACHINE; PROVIDED, HOWEVER, THAT CUSTOMER'S SOLE REMEDY SHALL IN ANY CASE BE THAT SYGATE OR ITS DISTRIBUTORS WILL, AT THEIR OPTION, REPAIR OR REPLACE CUSTOMER'S COPY OF THE SOFTWARE, OR TERMINATE THIS LICENSE AGREEMENT AND REFUND AMOUNTS ALREADY PAID THEREFOR BY CUSTOMER. SOME STATES, PROVINCES, OR OTHER JURISDICTIONS DO NOT ALLOW FOR EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, OR IN OTHER JURISDICTIONS.

6. LIMITATION OF LIABILITY.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, TO THE EXTENT PERMITTED BY THE LAW OF THE JURISDICTION IN WHICH CUSTOMER OBTAINED THIS LICENSE, NEITHER SYGATE NOR ITS DISTRIBUTORS WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR COMPUTER MALFUNCTION, LOSS OF INFORMATION, LOST PROFITS AND BUSINESS INTERRUPTION, AND THE COST TO OBTAIN SUBSTITUTE SOFTWARE, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE SOFTWARE HOWEVER CAUSED AND WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SYGATE OR ITS DISTRIBUTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SYGATE'S OR ITS DISTRIBUTORS' TOTAL LIABILITY TO CUSTOMER RELATING TO THIS AGREEMENT OR THE USE (OR INABILITY TO USE) THE SOFTWARE EXCEED THE AMOUNT PAID BY CUSTOMER FOR THIS LICENSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. NEITHER SYGATE NOR ITS DISTRIBUTORS SHALL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE SOFTWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN SYGATE AND/OR ITS DISTRIBUTORS AND CUSTOMER, AND THAT, IN THE ABSENCE OF SUCH PROVISIONS, THE ECONOMIC AND OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. No employee, agent, representative or affiliate of Sygate or its distributors has the authority to bind Sygate or its distributors to any oral representations or warranty concerning the Software. Any written representations or warranty not expressly contained in this Agreement is unenforceable.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. The term of this Agreement shall commence on the date Customer first downloads or uses the Software (the "Effective Date") and shall remain in effect unless terminated pursuant to the termination provisions in this Section.

7.2 Termination for Breach. Sygate may immediately terminate this Agreement for Customer's breach of the license terms.

7.3 Termination for Convenience. Customer may terminate this Agreement by ceasing to use the software. However, no such termination will entitle Customer to a refund of any monies that have been paid to Sygate and/or its distributors.

7.4 Effect of Termination. Upon the termination of this Agreement for any reason, any and all licenses granted hereunder will immediately terminate.

8. GENERAL PROVISIONS.

8.1 Assignment. Customer may not assign this Agreement, in whole or in part, without the prior written notice of Sygate.

8.2 Waiver, Amendment, Modification. No waiver, amendment or modification, including by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. 8.3 Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive, but will be cumulative upon all other rights and remedies set forth in this Agreement and allowed under applicable law. 8.4 Governing Law. This Agreement will be governed by the laws of the State of California without regard to conflicts of laws principles that would require the application of the laws of another state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Northern District of California or in state court in Alameda County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY TO THIS AGREEMENT.

8.5 Entire Agreement. The parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Agreement. The parties further acknowledge that this Agreement supersedes any and all prior agreements, written or oral, between the parties with respect to the matters set forth herein.

8.6 Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder will remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy in this Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein will remain in full force and effect.

8.7 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

1.1 Export Laws. The Software and Documentation are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations and acknowledges that Customer is responsible for obtaining such licenses to export, re-export, or import as may be required. Customer will indemnify and hold Sygate harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by Customer of its obligations under this Section. Customer's obligations under this paragraph will survive the expiration or termination of this Agreement. THE SOFTWARE IS PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATY, and is protected by copyright and licenses restricting use, copying, distribution and decompilation. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

YOUR USE OF THIS SOFTWARE INDICATES YOUR AGREEMENT TO THE TERMS OF THIS LEGAL AGREEMENT.

Sygate and the Sygate logo are trademarks of Sygate Technologies, Inc. in the United States and other countries; all other trademarks are owned by their respective owners.