

\*\*\* END USER LICENSE AGREEMENT \*\*\*

SecureDELTA APP v2.56 (64bit)

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The Software licensed under this Agreement consists of computer programs, libraries, data compilation(s) and documentation referred to as SecureDELTA, version 2.56 (the "Software", "SecureDELTA")

"You" or "Licensee" means the entity evaluating SecureDELTA or the entity using a licensed version of SecureDELTA.

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"Documentation" means the written or online posted documents or electronic information generally made available by Licensor to its customers relating to the operation and functionality of SecureDELTA, including user manuals, installation guides, and any "read me" or "help" files.

"Site" consists of a single physical address, unless otherwise specified and agreed upon in writing. Noncontiguous physical buildings are not the same "Site" for purposes of this EULA.

## 1. ACCEPTANCE

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING SECUREDELTA OR BY INSTALLING, USING, OR COPYING SECUREDELTA.

YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD, INSTALL, AND USE SECUREDELTA.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY SECUREDELTA.

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By receiving, opening the file package containing SecureDELTA, and/or using SecureDELTA, you agree that this End User License Agreement(EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by agersoftware, your use of SecureDELTA indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, agersoftware grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use SecureDELTA in accordance with this Agreement and any other written agreement with agersoftware.

This Agreement entitles you to install and use one copy of SecureDELTA. You may install, use, access, display and run SecureDELTA at one "Site" under your ownership or control.

In addition, you may make one archival copy of SecureDELTA. The archival copy must be on a storage medium other than a hard drive, and may only be used for the reinstallation of SecureDELTA at the same location where the archival copy has been made.

This Agreement does not permit the installation or use, of multiple copies of SecureDELTA, or the installation of SecureDELTA on more than one computer at any given time, on a system that allows shared used of applications, on a multi-user network, or on any configuration or system of computers that allows multiple users.

Multiple copy use or installation is only allowed if you obtain an appropriate license and a licensing agreement for each user and each copy of SecureDELTA, from agersoftware or one of its distribution partners.

You agree that Remote access of SecureDELTA at the "Site" via modems, login or networks is not permitted. You agree to prevent transfer of SecureDELTA from the "Site" by use of administrative, hardware and/or software controls.

You may transfer SecureDELTA to another "Site" under your ownership or control, on a permanent basis, provided you retain no copies of SecureDELTA (including backup or archival copies) and the recipient agrees to the terms and conditions of this EULA. If the SecureDELTA copy is an upgrade, any transfer must include all prior versions of the SecureDELTA software, including all Media and Documentation.

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The term of the license granted herein for the registered version of SecureDELTA shall be perpetual unless terminated by written notice by "You" for convenience or terminated by either party for material breach. Immediately upon termination of this license for any reason, You shall return to agersoftware all copies of SecureDELTA and documentation.

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If You are a registered user of SecureDELTA, You are granted non-exclusive rights to install and use SecureDELTA and/or transmit SecureDELTA over an internal computer network, provided You acquire and dedicate a licensed copy of SecureDELTA for each user who may access SecureDELTA concurrently with any other user. You may copy SecureDELTA for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.

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If You are a paid registered user of the "Software", You are granted nonexclusive rights to distribute the runtime applications called "SecureDELTA Installers" ("SecureDELTA Self Extracting Patch" files or "SecurePATCH" files) created by SecureDELTA on a royalty-free basis.

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If You are and evaluating user of the "Software", You do not have the rights to distribute the runtime applications ("SecureDELTA Self Extracting Patch" files or "SecureDELTA Installers" or "SecurePATCH" files) created by SecureDELTA, under no circumstances and under no environment that defines as production or commercial environment.

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You agree that, absent agersoftware's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by You to agersoftware for the purchase of additional licenses, shall not be binding on agersoftware to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

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Licensee acknowledges and agrees that Licensor owns all intellectual property and other proprietary rights in and to SecureDELTA, including, without limitation, all trademarks, service marks and tradenames associated with SecureDELTA as listed herein: SecureUPDATE, SecurePATCH, SecureENCODE, SecureENCODING, SecureDECODE and SecureDECODING.

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All rights not expressly granted herein are reserved to the "COMPANY", including the right to make use of any and all trademarks, service marks and/or tradenames associated with SecureDELTA as listed herein: SecureUPDATE, SecurePATCH, SecureENCODE, SecureDECODE, SecureENCODING and SecureDECODING as it sees fit.

You further acknowledge and agree that all rights, title, and interest in and to the "Software" are and shall remain the exclusive property of the "COMPANY".

#### 2.1.3. YOUR DISTRIBUTION RIGHTS.

To the distribution level that you have licensed, and except as specified in Sections 2.1.9. and 2.1.11. below (EVALUATION SOFTWARE and NONREDISTRIBUTABLE FILES), you have the right to reproduce and distribute SecureDELTA files and SecureDELTA generated files ("SecurePATCH" files), provided that you agree to indemnify, hold harmless, and defend the "COMPANY" from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your software product.

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Licensee is solely responsible for installation and configuration of SecureDELTA and does so at its own risk.

#### 2.1.5. NON-COMPETITION.

Licensee shall not use all or any part of SecureDELTA, or any ideas, concepts, technology, know-how or other information

embodied within or learned from SecureDELTA in any manner in competition with Licensor for a period of FIVE (5) years following the expiration or termination of this Agreement.

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YOU AGREE NOT TO USE SecureDELTA FOR CONSULTING AN INTERNAL OR EXTERNAL CLIENT, UNLESS CLIENT TO BE SERVED ALSO HAS SecureDELTA LICENSE.

You may not use SecureDELTA (or any part thereof) in connection with the provision of consulting or other services, whether for value or otherwise, on behalf of any third party unless both client and consultant hold current valid SecureDELTA EULAs.

#### 2.1.8. NO RUNTIME LICENSE FOR EVALUATORS.

If You are a user of the Trial version of SecureDELTA, You are not granted any rights to distribute the runtime binary applications called "SecureDELTA Installers" ("SecureDELTA Self Extracting Patch Files", "SecureDelta Installers" or "SecurePatch files") produced by SecureDELTA and any related application of SecureDELTA if You do not have a Purchased License of the "Software".

#### 2.1.9. UPGRADES AND SUPPORT SERVICES.

To use a version of SecureDELTA identified as an upgrade, you must also be licensed for the product identified by the "COMPANY" as eligible for the upgrade.

A product that is designated by the "COMPANY" as an upgrade, replaces and/or supplements the product that formed the eligibility for such upgrade and/or update.

You must use the resulting upgraded product only in accordance with the terms of this EULA. Any supplemental software code or "fixes" provided to you as part of the Technical Support Services shall be considered as part of the Software and subject also to the terms of this EULA.

#### 2.1.10. EVALUATION SOFTWARE.

Evaluators are granted a limited license for the sole purpose of determining if SecureDELTA is suitable for their needs. Use of an Evaluation Copy of SecureDELTA for any other purpose by any person, partnership, corporation, government agency, educational facility, or other entity is strictly prohibited. You may not use an Evaluation Copy, notwithstanding other sections of this EULA, for commercial purposes, nor sell, or otherwise transfer it for value.

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You may not distribute the runtime binaries (SecureDELTA\_APP\_Licensed\_x64.exe, SecureDECODE\_Licensed\_v2\_56\_x64.dll, SecureENCODE\_Licensed\_v2\_56\_x64.dll) for any reason. Licensee may not rent, lease, sell or otherwise attempt to make any commercial gain through use or distribution of SecureDELTA.

### 3. SOFTWARE PURPOSE

The "Software" has been designed for human interaction to help create binary diff files and SecureDELTA Installers (SecurePATCH files) that are to be used for the sole purpose of update and/or patch other existing software files, in relationship to your clients, given that "You" have already acquired a license.

If is forbidden to run, execute or spawn SecureDELTA application automatically or under any other way locally or remotely, from the internet or LAN, without human interaction, contrary to the intentional use for which the "Software" has been created.

#### 4. USE AGREEMENT

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Each licensed copy of SecureDELTA may be used on one single computer location by one user. Use of SecureDELTA means that you have loaded, installed, or run (including spawned or executed by human interaction or during an automated proces) SecureDELTA on a computer or similar device. If you install SecureDELTA onto a multi-user platform, server or network, each and every individual user of SecureDELTA must be licensed separately.

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#### 4.7 LIMITATION OF RESPONSIBILITY.

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the "COMPANY"'s entire liability, without exception, is limited to the customers' reimbursement of the purchase price of SecureDELTA (maximum being the lesser of the amount paid by you and the suggested retail price as listed by the "COMPANY") in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to the "COMPANY"

#### 4.8 WARRANTIES

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#### 7. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless Licensor, and its directors, officers, trustees, shareholders, employees, subsidiaries, agents, successors and assigns from and against any and all claims, expenses, losses, damages, costs, liabilities and judgments, including without limitation reasonable attorneys' fees and expenses, arising out of or relating to any claim, charge, suit, or threat of any kind by any third party resulting from or related to its use or misuse of SecureDELTA, failure to abide by the terms of this Agreement, or violation of any applicable law.

## 8. MISCELLANEOUS PROVISIONS

### 8.1 SEVERABILITY.

The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision is to that extent to be deemed omitted and not part of this Agreement. The validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be valid and enforceable to the maximum extent permitted by law.

### 8.2 ASSIGNMENT.

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Licensee shall not assign, sublicense, or otherwise transfer all or any part of this Agreement without the prior written consent of Licensor.

### 8.3 GOVERNING LAW and FORUM CHOICE.

This Agreement shall be governed by the law of the Romania applicable therein and shall be construed as having been made in, without regard to that state's choice of law rules or conflict of law provisions. Licensee agrees that both venue and personal jurisdiction over Licensee shall be proper in a Romanian Court of Law where the "COMPANY" resides, for purposes of any disputes arising out of or related in any way to this Agreement, and Licensee hereby irrevocably consents to the jurisdiction of such courts.

You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Romania therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

### 8.4 INJUNCTION RELIEF.

Licensee acknowledges and agrees that monetary damages alone would not be an adequate remedy in the event of a material breach by Licensee of Licensee's obligations under this Agreement and that, in such event, Licensor shall be entitled to injunctive relief to require Licensee to comply with Licensee's obligations hereunder.

### 8.5 ENTIRE AGREEMENT

This Agreement constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof

### 8.6 MODIFICATION AND WAIVER

No modification of this Agreement and no waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

## 9. TRADEMARK(s).

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Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of SecureDELTA and destroy all copies of SecureDELTA supplied under this Agreement.

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11. NO WAIVER. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or the subsequent actions in the event of future breaches.

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#### 11.1.1. MISCELLANEOUS TERMS AND CONDITIONS.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of Romania, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This license is written in English, and English is its controlling language.

#### 10.1.2. U.S. GOVERNMENT END USERS.

The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

#### 11.1.3. LICENSEE OUTSIDE THE U.S.

If You are located outside the U.S., then the following provisions shall apply: (i) Les parties aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui siy rattache, soient rediges en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

#### 11.2. CONSENT OF USE OF DATA.

You agree that the "COMPANY" may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to SecureDELTA.

The "COMPANY" may also use this information to provide notices to you which may be of use or interest to you, in regard to but not limited to all terms and conditions agreed upon herein.

#### 12. ENTIRE AGREEMENT.

This EULA is the entire agreement between you and the "COMPANY" relating to SecureDELTA application, version 2.56, and it supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to SecureDELTA or any other subject matter covered by this EULA.

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