SocketTools License Agreement

Introduction

This License Agreement is a legal agreement between you, either as an individual or a single entity ("Developer"), and Catalyst Development Corporation ("Catalyst") for the software products identified as "SocketTools .NET Edition", "SocketTools ActiveX Edition" or "SocketTools Library Edition" ("Software" or "Software Product"). This license agreement also encompasses products included individually or collectively as part of the "SocketTools Subscription". The Software Product includes executable programs, redistributable modules, controls, and dynamic link libraries ("Components" or "Software Components"), electronic documentation, and may include associated media and printed materials.

Installing this Software Product on to a hard disk or any other storage device of a computer, or loading any of the Components into the memory of any computer, constitutes use of the Software and shall acknowledge your acceptance of the terms and conditions of this License Agreement and your agreement to be bound thereby.

1. GRANT OF LICENSE

Catalyst Development grants you as an individual, a personal, non-exclusive, non-transferable license to install the Software Product using an authorized serial number. If you are an entity, Catalyst grants you the right to appoint an individual within your organization to use and administer the Software Product subject to the same restrictions enforced on individual users. You may not network the Software or otherwise use it on more than one workstation or computer at the same time. Contact Catalyst for more information regarding multi-developer site licensing.

You may install the Software Product on one or more workstations or computers expressly for the purposes of evaluating the performance of the Software for a period of no more than thirty (30) days. If continued use of the Software is desired after the evaluation period has expired, then the Software Product must be purchased and/or registered with Catalyst Development for each computer or workstation. The Software Product must be removed from all unregistered workstations or computers after the evaluation period has expired.

2. COPYRIGHT

Except for the licenses granted by this agreement, all right, title, and interest in and to the Software Product (including, but not limited to, all copyrights in any executable programs, modules, controls, libraries, electronic documentation, text and example programs), any printed materials and copies of the Software Product are owned by Catalyst Development. The Software Product is protected by copyright laws and international treaty provisions. Therefore you must treat the Software Product like any other copyrighted material except that you may (i) make one copy of the Software solely for backup or archival purposes, or (ii) 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 that may accompany the Software Product. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Catalyst Development.

3. REDISTRIBUTION

(a) In addition to the rights granted in section 1, you are granted the right to use and modify those portions of the Software designated as "example code" for the sole purposes of designing, developing, and testing your software product, and to reproduce and distribute the example code,

along with any modifications thereof, only in object code form, provided that you comply with section 3(c).

(b) In addition to the rights granted in section 1, you are granted a non-exclusive, royalty-free right to reproduce and distribute the object code version of any portion of the Software Product, along with any modifications thereof, in accordance with the above stated conditions.

(c) If you redistribute the sample code or redistributable components, you agree to: (i) distribute the redistributables in object code only, in conjunction with and as a part of a software application product developed by you which adds significant and primary functionality to the Software; (ii) not use Catalyst Development's name, logo, or trademarks to market your software application product; (iii) include a valid copyright notice on your software product ; (iv) indemnify, hold harmless, and defend Catalyst Development from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your software application product; (v) not permit further distribution of the redistributables by your end user.

4. UPGRADES

If this copy of the Software is an upgrade from an earlier version of the Software, you must possess a valid full license to a copy of an earlier version of the Software to install and/or use this upgrade copy. You may continue to use each earlier version copy of the Software to which this upgrade copy relates on your computer after you receive this upgrade copy, provided that, (i) the upgrade copy and the earlier version copy are installed and/or used on the same computer only and the earlier version copy is not installed and/or used on any other computer; (ii) you comply with the terms and conditions of the earlier version's end user license agreement with respect to the installation and/or use of such earlier version copy; (iii) the earlier version copy or any copies thereof on any computer are not transferred to another computer unless all copies of this upgrade copy on such computer are also transferred to such other computer; and (iv) you acknowledge and agree that any obligation Catalyst may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the upgrade.

5. LICENSE RESTRICTIONS

You may not rent, lease or transfer the Software. You may not reverse engineer, decompile or disassemble the Software, except to the extent applicable law expressly prohibits the foregoing restriction. You may not alter the contents of a hard drive or computer system to enable the use of the evaluation version of the Software for an aggregate period in excess of the evaluation period for one license. Without prejudice to any other rights, Catalyst Development may terminate this License Agreement if you fail to comply with the terms and conditions of the agreement. In such event, you must destroy all copies of the Software Product.

6. CONFIDENTIALITY

(a) The Software contains information or material which is proprietary to Catalyst Development ("Confidential Information"), which is not generally known other than by Catalyst, and which you may obtain knowledge of through, or as a result of the relationship established hereunder with Catalyst. Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information, and other information of a similar nature (whether or not reduced to writing or still in development): designs, concepts, ideas, inventions, specifications, techniques, discoveries, models, data, object code, documentation, diagrams, flow charts, research,

development, methodology, processes, procedures, know-how, new product or new technology information, strategies and development plans (including prospective trade names or trademarks).

(b) Such Confidential Information has been developed and obtained by Catalyst by the investment of significant time, effort and expense, and provides Catalyst with a significant competitive advantage in its business.

(c) You agree that you shall not make use of the Confidential Information for your own benefit or for the benefit of any person or entity other than Catalyst, except for the expressed purposes described in this section, in accordance with the provisions of this Agreement, and not for any other purpose.

(d) You agree to hold in confidence, and not to disclose or reveal to any person or entity, the Software, other related documentation, your product Serial Number or any other Confidential Information concerning the Software other than to such persons as Catalyst shall have specifically agreed in writing to utilize the Software for the furtherance of the expressed purposes described in this section, in accordance with the provisions of this Agreement, and not for any other purpose.

(e) You acknowledge the purpose of this section is to protect Catalyst Development's ability to limit the use of the data and the Software generally to licensees, and to prevent use of Confidential Information concerning the Software by other developers or vendors of software.

7. CONTINUATION OF SERVICE

Some features of the Software may require the use of remote servers under the control of Catalyst Development to provide specific services. Catalyst makes no warranty as to the availability of these services and reserves the right to discontinue these services at any time and without warning. These services may only be accessed using the Application Programming Interfaces (API) provided by the Software Product and access is limited to licensees and evaluation users of the Software.

We may suspend or terminate your access to these services without liability if (i) we reasonably believe that the services are being used (or have been or will be used) in violation of the Agreement, (ii) we reasonably believe that suspending or terminating your access is necessary to protect our network or our other customers, or (iii) the suspension or termination is required by law. We will give you reasonable advance notice of suspension or termination under this section and a chance to cure the grounds on which the suspension or termination is based, unless we determine, in our reasonable commercial judgment, that an immediate suspension or termination is necessary to protect Catalyst or its other customers from imminent and significant operational or security risk..

8. LIMITED WARRANTY

If within thirty days of your purchase of this software product, you become dissatisfied with the Software for any reason, you may return the software to Catalyst Development (or your dealer, if you did not purchase it directly from Catalyst) for a refund of your purchase price. To return the Software, you must contact Catalyst Development and obtain a Return Material Authorization (RMA) number. Catalyst will not accept returns of opened or installed software without an RMA number. Returns may be subject to the deduction from your purchase price of a restocking fee and all shipping costs.

CATALYST PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY SAMPLE APPLICATION CODE, TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE. ANY SAMPLE APPLICATION CODE, TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE ARE PROVIDED "AS IS".

CATALYST DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL CATALYST OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITH LIMITATION, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY OF THIS CATALYST PRODUCT, EVEN IF CATALYST HAS BEEN ADVISED OF SUCH DAMAGES.

APART FROM THE FOREGOING LIMITED WARRANTY, THE SOFTWARE PROGRAMS ARE PROVIDED "AS-IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE ENTIRE RISK AS TO THE PERFORMANCE OF THE PROGRAMS IS WITH THE PURCHASER. CATALYST DOES NOT WARRANT THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. CATALYST ASSUMES NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ERRORS IN THE PROGRAMS OR DOCUMENTATION, OF/FOR THE CONSEQUENCES OF ANY SUCH ERRORS. THE LAWS OF THE STATE OF CALIFORNIA GOVERN THIS AGREEMENT.

10. GOVERNMENT RESTRICTED RIGHTS

United States Government Restricted Rights. The Software and related documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer for such purposes is Catalyst Development Corporation, 56925 Yucca Trail #254, Yucca Valley, CA 92284

11. EXPORT CONTROLS

You agree to comply with all relevant regulations, including but not limited to those, of the United States Department of Commerce and with the United States Export Administration Act to insure that the Software is not exported in violation of United States law. You acknowledge that the Software is subject to export regulations and agree that you will not export, re-export, import or transfer the software in violation of any United States or other applicable laws, whether directly or indirectly, and you will not assist or facilitate others in doing so. You acknowledge that you have the responsibility to obtain any export classifications and licenses as may be required to comply with such laws..

12. PROHIBITED DESTINATIONS

The exportation, re-exportation, sale or supply of Catalyst products, software components or documentation, directly or indirectly, from the United States or by a United States citizen wherever located, to Cuba, Iran, North Korea, Syria, or any other country or territory to which the United States has embargoed goods, is strictly prohibited without prior authorization by the United States Government. You represent and warrant that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges. Catalyst products, software components or documentation may not be exported or re-exported to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List.

13. GOVERNING LAW

This License is governed by the laws of the State of California, without reference to conflict of laws principles. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be a retired judge or attorney with at least 15 years commercial law experience and shall be selected either by mutual agreement of the parties or by AAA's selection process. The parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, including but not limited to CCP §1283.05. The arbitration shall be held in San Bernardino, California and in rendering the award the arbitrator must apply the substantive law of the State of California.

14. GENERAL PROVISIONS

This License Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of Catalyst to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach.

If any provision of this agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this agreement will remain in full force and effect.

SocketTools and other trademarks contained in the Software are trademarks or registered trademarks of Catalyst Development Corporation in the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software.