

DARTCOM INCORPORATED

END USER LICENSE AGREEMENT (EULA)

This End-User License Agreement ("EULA") is a legal agreement made and entered into by you ("LICENSEE"), the person, business or other entity which will be bound by and subject to the terms and conditions set forth in this EULA, and Dartcom Incorporated ("DART"), the author of SOFTWARE (as defined below). By installing and using the SOFTWARE, LICENSEE agrees to be bound by all of the terms and conditions of this EULA. If LICENSEE does not agree to the terms of this EULA, LICENSEE may not install or use the SOFTWARE.

INTRODUCTION

- DART has sufficient right, interest and/or ownership to such SOFTWARE as to execute the terms of this EULA.
- LICENSEE desires to license SOFTWARE, in order to create DEVELOPED SOFTWARE that is to be used by LICENSEE or THIRD PARTIES.
- Subject to the terms and conditions set forth in this EULA, DART is willing to license the use of the SOFTWARE to LICENSEE.

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, DART and LICENSEE hereby agree to the following:

1. DEFINITIONS

As used in this EULA, the following definitions shall apply:

1. "CONFIDENTIAL INFORMATION" shall mean, with respect to either party, all confidential or proprietary information and materials, patentable or otherwise, in any form (written, oral, photographic, magnetic, or otherwise) which is disclosed by or on behalf of such party to the other party.
2. "DEVELOPED APPLICATION" shall mean the application LICENSEE creates (web or windows forms applications, windows services and console applications) that use the SOFTWARE. Applications are compiled and LICENSEE's PRODUCT KEY is inserted into the application as a DART license resource.
3. "DEVELOPED SOFTWARE" shall mean DEVELOPED APPLICATIONS and DEVELOPED INTERFACES.
4. "DEVELOPED INTERFACES" shall mean software LICENSEE creates that is used by an executing assembly that does NOT contain a DART license resource. A DEVELOPED INTERFACE is typically a DLL that uses SOFTWARE and exposes an application programming interface (API) to other applications. The DLL or EXE that implements the DEVELOPED INTERFACE can be used as a development tool and requires additional licensing.

5. "DEVELOPER LICENSE" shall mean a single PRODUCT license that may be installed on up to two (2) computers for LICENSEE'S use only. If LICENSEE is an organization, it may designate one (1) employee who may use the PRODUCT in this manner. A DEVELOPER LICENSE is necessary to license SOFTWARE for use by DEVELOPED APPLICATIONS.
6. "DERIVATIVE WORKS" shall mean a work that is based upon one or more preexisting works, such as revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion or any other form in which such a preexisting work may be recast, transformed, or adapted, and that, if prepared without authorization by the owner of the preexisting work, would constitute copyright infringement. As used in this EULA, DERIVATIVE WORKS applies to a LICENSEE'S works derived in whole or in part using SOURCE CODE.
7. "EFFECTIVE DATE" shall mean the date on which this EULA is executed. Execution of this EULA is contingent upon LICENSEE'S explicit or implied acceptance of the terms and conditions set forth in this EULA and DART'S receipt of payment or promise of payment.
8. "EXTENDED DEVELOPER LICENSE" shall mean a single PRODUCT license that may be installed on up to two (2) computers for LICENSEE'S use only. If LICENSEE is an organization, it may designate one (1) employee who may use the PRODUCT in this manner. An "EXTENDED DEVELOPER LICENSE" and an executed "EXTENDED DISTRIBUTION LICENSE" is required to license SOFTWARE used by DEVELOPED INTERFACES.
9. "LICENSE TERM" shall mean a period of time starting on the EFFECTIVE DATE and continuing until terminated, pursuant to the terms of this EULA.
10. "PRODUCT" shall mean the PowerTCP, PowerSNMP or PowerWEB software product and version specified at the time of sale which includes REDISTRIBUTABLES, SAMPLE CODE, computer software and printed or electronic documentation (excluding SOURCE CODE).
11. "PRODUCT KEY" shall mean the unique number assigned to a product, at the time of sale, which identifies each DEVELOPER or EXTENDED DEVELOPER LICENSE.
12. "REDISTRIBUTABLES" shall mean the following portions of the delivered PRODUCT: (i) SAMPLE CODE (including any modifications made by LICENSEE); and (ii) the compiled library or libraries included in or produced by the SOFTWARE.
13. "SAMPLE CODE" shall mean the source code parts of the PRODUCT that are included as sample applications.

14. "SITE DEVELOPER LICENSE" shall mean a single PRODUCT license that may be installed on any number of computers, for use by any number of developers, at the designated location(s) stipulated at the time of purchase.
15. "SOFTWARE" shall mean the licensed PRODUCT and/or SOURCE CODE.
16. "SOURCE CODE" shall mean the un-compiled code used to build the PRODUCT, excluding proprietary license enforcement source code.
17. "SUBSCRIPTION TERM" shall mean a period of twelve (12) months, beginning the date a subscription is purchased or renewed.
18. "SUPPORT SERVICES" shall mean support and maintenance services provided for the PRODUCT.
19. "THIRD PARTY" shall mean any person or entity who, or which, is neither a party to this EULA nor an affiliate of a party.

2. GRANT OF LICENSE

1. DEVELOPER LICENSE. This is a license agreement and not an agreement for sale. DART hereby grants LICENSEE a limited, royalty-free, non-exclusive and non-transferable DEVELOPER LICENSE to use the PRODUCT for the sole purposes of designing, developing and compiling DEVELOPED SOFTWARE as purchased in one of three ways:
 - a. Purchase of a DEVELOPER LICENSE for using SOFTWARE in DEVELOPED APPLICATIONS.
 - b. Purchase of a SITE DEVELOPER LICENSE for using SOFTWARE in DEVELOPED APPLICATIONS by large teams.
 - c. Purchase of an EXTENDED DEVELOPER LICENSE for using SOFTWARE in DEVELOPED APPLICATIONS and DEVELOPED INTERFACES.
2. Subscription. LICENSEE is licensed to upgrade to all PRODUCT versions released during a SUBSCRIPTION TERM.
3. Included Source Code. For PRODUCT distributed with SOURCE CODE, the following supplemental terms and conditions apply:
 - a. LICENSEE may modify the SOURCE CODE to use as part of DEVELOPED SOFTWARE and/or DERIVATIVE WORKS, but may not redistribute it in source code form.

- b. DART shall retain all rights, title and interest in and to all corrections, modifications and DERIVATIVE WORKS of the SOURCE CODE created by LICENSEE, including all copyrights subsisting therein, to the extent such corrections, modifications or DERIVATIVE WORKS contain copyrightable code or expression derived from the SOURCE CODE.
 - c. LICENSEE further agrees to deliver to DART, as soon as practical, all related information for said corrections, modifications, or derivatives.
 - d. Compiled SOURCE CODE may be distributed as described in sections 2.8) Redistributable Files, 2.9) Redistribution Restrictions and 2.10) Non-compete Restriction.
- 4. Electronic Documents. Solely, with respect to electronic documents included with the PRODUCT, LICENSEE may make an unlimited number of copies (either in hard copy or electronic form), provided that such copies shall be used solely for internal purposes and are not republished or distributed to any THIRD PARTY.
- 5. PRODUCT KEY. This Grant of License is contingent upon the purchase of a PRODUCT KEY from DART or one of DART'S resellers.
- 6. Sample Code. DART grants LICENSEE the right to use and modify the SAMPLE CODE for the sole purposes of designing, developing and testing DEVELOPED SOFTWARE.
- 7. Redistributable Files. DART grants LICENSEE a non-exclusive, royalty-free right to reproduce and distribute the REDISTRIBUTABLES.
- 8. Redistributable Requirements. LICENSEE agrees to: (i) distribute the REDISTRIBUTABLES in compiled form only as part of DEVELOPED SOFTWARE and/or DERIVATIVE WORKS, developed by LICENSEE, that add significant and primary functionality to the REDISTRIBUTABLES; (ii) indemnify, hold harmless, and defend DART from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of DEVELOPED SOFTWARE and/or DERIVATIVE WORKS.
- 9. Redistribution Restrictions. LICENSEE may not redistribute the REDISTRIBUTABLES if DEVELOPED SOFTWARE exposes the core functionality of the PRODUCT through a programmable interface.
- 10. Non-compete Restriction. Under no circumstances may the SOFTWARE be used, in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any DART product.

3. ADDITIONAL RIGHTS

1. Additional licensing may be purchased to extend the rights of the LICENSEE:
 - a. Source Code Escrow. LICENSEE may obtain survival rights for SOURCE CODE. An annual fee is required.
 - b. Extended Distribution License (included below). LICENSEE may distribute DEVELOPED INTERFACES.
 - c. Independent Software Vendor (ISV) License (included below). Licensee may obtain product SOURCE CODE for any use, including creation and distribution of DERIVATIVE WORKS.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

1. Trial Software. If the PRODUCT is installed without a PRODUCT KEY, then notwithstanding other sections of this EULA, LICENSEE may use the PRODUCT for evaluation purposes only and may not redistribute any REDISTRIBUTABLES.
2. Limitations. LICENSEE may not reverse engineer, decompile, or disassemble the PRODUCT, or attempt in any manner to reconstruct or discover any SOURCE CODE or underlying algorithms of PRODUCT provided in compiled form only.
3. Separation of Components. The PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.
4. SOFTWARE distribution and sublease. LICENSEE may not transfer, rent, sublease or lend SOFTWARE or delegate its obligations under this EULA, to any THIRD PARTY, and will take appropriate measures to protect SOFTWARE from unlawful access by THIRD PARTIES. Any attempted sale, pledge, assignment, sublicense or other transfer in violation hereof shall be void and of no force or effect. Any THIRD PARTY wishing to distribute SOFTWARE must purchase a license directly from DART or one of DART'S resellers.
5. Support Services. DART may provide LICENSEE with SUPPORT SERVICES related to the PRODUCT. Any supplemental software code provided to LICENSEE as part of the SUPPORT SERVICES shall be considered part of the PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information LICENSEE provides to DART as part of the SUPPORT SERVICES, DART may use such information for its business purposes. DART will not utilize such technical information in a form that identifies LICENSEE as an individual, a single entity, or a corporation.
6. Source Code. SOURCE CODE is licensed "AS IS" and Dart does not provide technical support for SOURCE CODE.

5. RIGHTS UPON TERMINATION

1. Termination. Without prejudice to any other rights, DART may terminate this EULA in the event LICENSEE fails to comply with the terms and conditions set forth in this EULA. Upon termination, LICENSEE agrees to cease using SOFTWARE, DEVELOPED SOFTWARE, and/or DERIVATIVE WORKS, as applicable. LICENSEE shall immediately remove and destroy any and all instances of SOFTWARE including any and all copies existing on hard disk or other storage mediums.
2. The termination of this EULA shall not extinguish any rights or obligations of the parties relating to protection of CONFIDENTIAL INFORMATION.
3. Upon termination of this EULA, any and all DEVELOPED SOFTWARE, and/or DERIVATIVE WORKS, where applicable, already distributed by LICENSEE to others during the LICENSE TERM will survive the termination of this EULA.
4. If DART ceases business operations, and no surviving entity own the rights to the SOFTWARE, LICENSEE may retain and continue to use the SOFTWARE under the terms outlined in this EULA.

6. COPYRIGHT

SOFTWARE is protected by United States copyright laws and international treaty provisions.

7. ACKNOWLEDGMENT OF DART'S OWNERSHIP RIGHTS

LICENSEE acknowledges that it obtains no ownership rights to SOFTWARE. LICENSEE agrees to take all reasonable steps to ensure that the provisions of this EULA are not violated by LICENSEE or any person under the control or in the service of LICENSEE.

8. EXPORT RESTRICTIONS

LICENSEE agrees that neither LICENSEE nor their customers intend to or will, directly or indirectly, export or transmit (i) the SOFTWARE or (ii) any DEVELOPED SOFTWARE and/or DERIVATIVE WORKS or service that uses the SOFTWARE, to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other government entity as may have jurisdiction over such export or transmission.

9. GENERAL PROVISIONS

1. Applicable Law. This EULA shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision (of that or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the state of New York. The courts of Oneida County, New York, USA shall have exclusive jurisdiction over any claim, action or proceeding relating directly or indirectly to this EULA. Should you have any questions concerning this EULA, or if you desire to contact DART for any reason, please call 315-790-5456 or write to Dartcom Incorporated; 421 Broad Street, Utica, New York 13501.

2. Modification. This EULA may not be modified or amended except in writing which is signed by authorized representatives of each of the parties.
3. No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the EULA.
4. Force Majeure. Neither party shall be deemed in default of this EULA to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, such as fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such party ("Force Majeure") provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to remedy the delay. In the event of such Force Majeure, the time for performance or remedy shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.
5. Entire Agreement. This EULA constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this EULA.
6. Equitable Remedies. The parties recognize that monetary damages may not be an adequate remedy for any material breach of any obligation hereunder involving intellectual property, CONFIDENTIAL INFORMATION or use of SOFTWARE beyond the scope of the license granted by this EULA. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, each party shall be entitled to an injunction against any such continued breach of such obligations.
7. Schedules. All schedules, addenda, exhibits and attachments hereto are incorporated by reference.
8. References. In this EULA, clause headings are for convenience and shall not be used in its interpretation, and unless the context indicates the contrary intention, any expression which denotes the singular shall include the plural and vice versa; any gender includes the other gender.

10. CONFIDENTIALITY

1. Protection of Confidential Information. Each party agrees that all CONFIDENTIAL INFORMATION disclosed in the course of this agreement: (i) shall be maintained in confidence by both parties and (ii) shall not be disclosed by the receiving party to any THIRD PARTY who is not an employee, agent or consultant of, or an advisor to, the party or its affiliate(s), without the prior written consent of the disclosing party. Each party shall have an appropriate agreement with each of its employees, agents, consultants and contractors having access to the CONFIDENTIAL INFORMATION sufficient to

enable it to comply with the terms of this section. Each party agrees to protect the CONFIDENTIAL INFORMATION received in the course of this agreement with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or proprietary information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated under the circumstances to protect such CONFIDENTIAL INFORMATION as required herein.

2. Exceptions. The obligations of protection and non-use set forth in the CONFIDENTIALITY section of this EULA shall not apply to any CONFIDENTIAL INFORMATION which (i) becomes published, known or otherwise part of the public domain through no fault or omission on the part of the applicable receiving party or its affiliate(s), (ii) is required to be disclosed under applicable laws or regulation or an order by a court or other regulatory body having competent jurisdiction; provided, however, that except where impracticable, the party required to disclose CONFIDENTIAL INFORMATION shall give the other party reasonable advance notice of such disclosure requirement (which shall include a copy of any applicable subpoena or order) and shall cooperate with the other party to oppose, limit and/or secure confidential treatment for such required disclosure. In the event of any such required disclosure, a party shall disclose only that portion of the CONFIDENTIAL INFORMATION that is legally required to be disclosed.
3. Term of Obligation. The obligations under the CONFIDENTIALITY section of this agreement shall continue for a period of five (5) years, after the date of termination of this EULA, with respect to any particular item of CONFIDENTIAL INFORMATION.

11. REPRESENTATION AND WARRANTIES

1. DART hereby warrants that all copyright(s), patents, trade secrets, trademarks and other intellectual and property rights in the SOFTWARE either are now and shall remain the valuable property of DART, or has been granted sufficient rights to those claims in the SOFTWARE as to afford DART all necessary authority to execute this agreement.
2. DART further warrants that SOFTWARE does not and will not infringe or misappropriate the intellectual property rights of any THIRD PARTY.
3. LIMITED WARRANTY. DART warrants that the PRODUCT will operate substantially in accordance with its accompanying documentation for a period of thirty (30) days from the date LICENSEE receives it. This warranty is void if failure of the PRODUCT has resulted from accident, abuse or misapplication. LICENSEE IS THE ONLY BENEFICIARY OF THIS WARRANTY. LICENSEE MAY NOT PASS THIS WARRANTY ON TO OTHERS. Although DART has tested the PRODUCT and reviewed the documentation, this PRODUCT is licensed "AS IS" and LICENSEE assumes the entire risk as to its quality and performance.
4. CUSTOMER REMEDIES. DART and its suppliers' entire liability and your exclusive remedy shall be, at DART'S option, either (i) return of the price paid, or (ii) repair or

replacement of the PRODUCT that does not meet the LIMITED WARRANTY and which is returned to DART with a copy of LICENSEE'S receipt within the warranty period. This LIMITED WARRANTY is void if failure of the PRODUCT has resulted from accident, abuse, or misapplication. Outside the United States, neither these remedies nor any SUPPORT SERVICES offered by DART are available without proof of purchase from an authorized international source.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DART AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DART OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF DART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.