DESAWARE, INC.

DESAWARE UNIVERSAL .NET 2006 DEVELOPER LICENSE AGREEMENT

BY CLICKING ON THE "ACCEPT" BUTTON OR INSTALLING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE SOFTWARE, OR CLICK THE "DO NOT ACCEPT" BUTTON, AND, IF APPLICABLE, PROMPTLY RETURN THIS PRODUCT TO DESAWARE, INC. OR THE DEALER FROM WHOM IT WAS ACQUIRED.

THIS DESAWARE UNIVERSAL .NET 2006 DEVELOPER LICENSE AGREEMENT (the "License") is made between you, if you are acting as an individual, or your employer, if you are acting as an employee of a company (in either case, "Developer"), and Desaware, Inc., a California corporation ("Desaware"). If you are acting on behalf of your employer, you represent and warrant that you are authorized to bind your employer to the terms of this License.

- 1. Definitions . For purposes of this License:
- a. "Software" means the Desaware Universal .NET 2006 software accompanying this License and any upgrades or updates to such software delivered by Desaware.
- b. "Redistributable Components" means the following components of the Software:

NT Service Toolkit: Any Service EXE compiled using the Service Configuration Wizard, any Control Panel Applet compiled using the Control Panel Applet Wizard,

Desaware.ServiceToolkit.Interfaces11.dll, Desaware.ServiceToolkit.Interfaces20.dll, dwscm.dll,

dwscmnet.dll

SpyWorks: Any Export Function Alias DLL created using the ExportWizard, Desaware.SpyWorksDotNet20.dll, Desaware.SpyWorksDotNet11.dll, dwspy36.dll, dwshengine80.dll, dwshk36.ocx, dwsbc36.ocx, dwspy80.dll, dwshk80.ocx, dwsbc80.ocx, Desaware.Shcomponent20.dll, Desaware.shcomponent11.dll, dweasy36.ocx, dweasy80.odx, dwspy32.dll, dwshk32.ocx, dwsbc32.ocx, dweasy32.ocx, dwcbk32.ocx, dwbkthrd.dll, dwsock6.dll, dwsock8.dll, dwsock8.dll, dwspyv6.dll, dwspyv6.dll, dwshutil.dll, dwsmtp.dll, dwsmtp5.dll, dwsmtp8.dll sockintf.dll, dwcmndg6.dll, dwcmndlg.dll, dwexport.dll , dwtaskb6.ocx, dwtaskbr.ocx, dwspy5.dll, dwspydll.dll, dwshk16.ocx, dwsbc16.ocx, dweasy16.ocx, dwcbk16.ocx

StorageTools: dwstg.dll, Desaware.StorageTools.dwStg.dll, dwprop.dll, Desaware.StorageTools.dwProp.dll, dwstg32.ocx, dwreg32.ocx, dwaddr32.dll, dwstg16.ocx, dwreg16.ocx, dwaddr16.dll

Event Log Toolkit: Any Event Log Source DLL created using the Event Log Message Source compiler.

File Property Component: dwprop.dll, dwprop.dll, Desaware.StorageTools.dwProp.dll,

StateCoder: Desaware.StateCoder.dll, Desaware.StateCoder11.dll, Desaware.StateCoder20.dll.

OneTimeDownload-5M: Desaware.OneTimeDownload.dll, Desaware.OneTimeDownload11.dll, Desaware.OneTimeDownload20.dll.

LineGraph-5M: Desaware.LineGraph.dll, Desaware.LineGraph11.dll.

INIFileTool-5M: Desaware.IniFileTool.dll, Desaware.IniFileTool11.dll.

- c. "Sample Code" means those portions of the Software consisting of code that demonstrates the use of the Software (and expressly excluding the Component Source Code).
- d. "Component Source Code" means the source code for components of the Software, which is listed in the Source Code for Products Directory (and subdirectories) of the Software.
- 2. Grant of Licenses . Desaware grants to Developer a non-exclusive, non-transferable license with respect to the Software to: (i) install the Software on a single standalone computer for use by a single individual; (ii) reproduce and distribute the Redistributable Components in object code form solely with and for use by Developer's own applications on a royalty-free basis; (iii) incorporate the Sample Code in Developer's own applications and reproduce and distribute such applications on a royalty-free basis; (iv) use and modify the Component Source Code to create modified versions of the Software components; (v) compile into object code form, and reproduce and distribute the modified versions of the Redistributable Components in object code form solely with and for use by Developer's own applications on a royalty-free basis; and (vi) make a single copy of the Software for back-up purposes.
- 3. Restrictions on Licenses . Except as expressly set forth above, Developer may not duplicate, disclose or distribute the Software. Developer may not use the Component Source Code to develop or distribute components and tools that provide functionality similar to all or part of the functionality provided by the Software or any of its components, except with and for use by Developer's own applications. Developer may not use the Component Source Code to develop or distribute components that compete with the Software or any of its components. In any modified Redistributable Component: (i) modified assemblies and namespaces must be renamed the word 'Desaware' may not be used in the assembly name or any namespace; (ii) all GUID, IID, TypeLib and object/component names of .NET components must be changed from the original; and (iii) Desaware's copyright notice must be prominently displayed in any location where Developer's own copyright notice is displayed. Neither the Component Source Code nor any part thereof may be disclosed, published or otherwise distributed, and Component Source Code may be used or accessed only by the individual obtaining rights to use the Software under this License. Developer may not use the Software for any use prohibited by law.
- 4. Intellectual Property Protection . The Software, including its operation, code, architecture and implementation, as well as the look and feel of the Software, are the valuable intellectual property of Desaware. The Software is protected by United States copyright laws and international treaty provisions. This License does not give Developer any intellectual property rights in the Software. Developer shall distribute any Redistributable Components, modified Redistributable Components and Sample Code only pursuant to a binding license agreement which is at least as protective of Desaware and the Software as this License. Without limiting the foregoing, Developer may make no warranties regarding the Software on behalf of Desaware. Developer must use commercially reasonable efforts to enforce the terms of such agreements as they relate to Desaware and the Software.
- 5. No Warranties . THE SOFTWARE IS PROVIDED TO DEVELOPER AND TO THIRD PARTIES CLAIMING THROUGH DEVELOPER "AS IS", WITHOUT EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE SOFTWARE IS BORNE BY DEVELOPER AND ITS CUSTOMERS. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, DEVELOPER, AND NOT DESAWARE, ASSUMES THE ENTIRE COST OF ANY CORRECTIONS, AS WELL AS ANY DAMAGES,

INCLUDING LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, WHICH OCCUR AS A RESULT. NO DESAWARE AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

- 6. No Support . Desaware shall have no obligation under this License to provide support or other services relating to the Software.
- 7. Limitation of Liability . UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL DESAWARE OR ITS RESELLERS BE LIABLE TO DEVELOPER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF DESAWARE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DESAWARE'S TOTAL LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS LICENSE OR THE SOFTWARE EXCEED THE AMOUNT PAID BY DEVELOPER FOR THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.
- 8. Termination . Without limiting any rights of Desaware, Developer's license to use the Software is automatically terminated if Developer violates this License. Upon termination, Developer must destroy all copies of the Software and related documentation.
- 9. U.S. Government End Users . The Software and any accompanying documentation are "commercial items" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212, or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, all U.S. Government end users acquire the Software only as "commercial items" and with only those rights as are granted to other end users pursuant to the terms and conditions herein.
- 10. General Provisions . This License is the exclusive agreement between Developer and Desaware concerning the Software and supersedes any and all prior or contemporaneous oral or written agreements, representations, negotiations or other dealings between Developer and Desaware. This License will be governed by the laws of the State of California applicable to contracts executed and performed entirely in California by residents of that state. Developer agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. If any part of this License is found to be void, unenforceable or invalid, it shall not affect the other provisions of this License. This License can only be modified by a writing signed by both parties. Failure to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision.
- 11. Desaware Licensing System Component . The Software components may use the Desaware Licensing System Component. This provides for the transfer of licensing information from the system upon which the component is installed to Desaware's Licensing Web Service. This in turn creates and activates a license key that allows Developer to use the components and services on its system. The licensing information transferred is a one way cryptographic hash that does not include any personal information, or information that could be used to identify the originating system. If Developer registers online, the registration information will also be transferred.

Priority of Documents . Individual Software components may include or be accompanied by their in license agreements. In the event of an inconsistency between the terms of any such license reement and this License, this License shall be controlling.