

## **gINT SOFTWARE END-USER LICENSE AGREEMENT (“EULA”)**

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of licenses available at Your location, please contact gINT Software at sales@gintsoftware.com.

- b. **WAN Licensing.** If this license is a gINT Wide Area Network (“WAN”) License (typically a license number beginning with the letters “WG” or “ZWG” as indicated in the letter accompanying your purchase or upgrade), then this subsection 4(b) applies to You. Your gINT WAN License(s) may be accessed over Your WAN by any individual within Your Business Entity. For the purpose of this subsection, “**Business Entity**” means You or Your respective corporation, partnership, LLC, LLP, foundation, estate, trust or other organization as declared to gINT Software as the licensee at the time of Your license purchase. Your independent contractors may use your gINT license(s) but only during the period of their employment with you. The Software may be installed, but not operated, on any number of computers owned and controlled by the Business Entity. However, the total number of licenses operated simultaneously over the WAN may not exceed the number of gINT WAN licenses owned by Your Business Entity and designated for this location. Actual operation of the Software is managed by a license manager file installed on the WAN and activated by a combination of a software activation code and a hardware key for the WAN server. WAN LICENSES MAY NOT BE USED BY INDIVIDUALS OUTSIDE THE BUSINESS ENTITY AND MAY NOT BE OFFERED FOR PUBLIC USE OVER THE INTERNET OR OTHER COMPUTER NETWORK THAT ALLOW ACCESS BY USERS WHO ARE NOT PART OF THE BUSINESS ENTITY. Such usage is prohibited by this Agreement and will result in automatic termination of this Agreement and may constitute copyright infringement (see Section 1 above). EACH WAN LICENSE MAY NOT BE OFFERED OR PROVIDED FOR USE, OPERATION, OR ACCESS ELECTRONICALLY THROUGH A NETWORK OF ANY DESCRIPTION, WHETHER USING TECHNOLOGIES NOW KNOWN OR LATER DEvised, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH WINDOWS<sup>®</sup> TERMINAL SERVICES OR XVAND’S isUTILITY<sup>®</sup>, ANY VIRTUAL PRIVATE NETWORK, THE INTERNET, OR ANY COMPUTER NETWORK, TO ANY USER NOT EMPLOYED BY THE BUSINESS ENTITY. Any installation, copying, distribution, or use of the Software prohibited by this Agreement will result in automatic termination of this Agreement and may constitute copyright infringement (see Section 1 above).
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10. **Limitation of Liability**. The limitation of liability is to the maximum extent permitted by applicable law. In no event shall the Disclaiming Parties be liable for any damages, whether arising in contract, tort or otherwise and including, without limit, any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss or corruption of business information or other data, cost of cover, or any other pecuniary loss) arising out of the use of or inability to use the Software or the failure to provide full or adequate support services, even if the Disclaiming Parties have been advised of the possibility of such damages. You acknowledge that the license fee amount reflects this allocation of risk. In any case, the entire liability of the Disclaiming Parties, under any provision of this Agreement shall be limited to the greater of the amount actually paid by You to gINT Software (or, if applicable to an ASP) in License fees during the year in which any claim is brought, for the Software or five U. S. dollars (\$5). Because some states do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

11. **Governing Law/Jurisdiction.** This Agreement shall be exclusively governed by and construed under the laws of the State of California without reference to principles of conflicts of laws. All disputes hereunder shall be resolved exclusively in the appropriate state court in the City and County of San Francisco, California or federal court for the Northern District of California, U.S.A. You consent to exclusive jurisdiction in such venue and expressly waive any objection to same.
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16. **General.** This Agreement sets forth the entire agreement and understanding of the parties relating to the specific subject matter herein and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in authorized in writing by gINT Software. If any Agreement term is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting party in interpreting this Agreement.

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