

This End User License Agreement (the "Agreement") is a legally binding agreement between you (either an individual or an entity, the "User"), and DeviceLock, Inc. (hereinafter also referred to as the Licensor) regarding the Licensor's software - DeviceLock (the "Software" or the "Program") including without limitation a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided and including all forms of code, such as source code and object code, and b) all successor upgrades, revisions, patches, fixes, modifications, copies, additions or maintenance releases of the Software, if any, licensed to you by DeviceLock, Inc. (collectively, the "Updates"), and c) related user documentation and explanatory materials or files provided in written, "online" or electronic form (the "Documentation" and together with the Software and Updates, the "PRODUCT").

For purposes hereof, "you" means the individual person installing or using the Product on his or her own behalf; or, if the Product is being downloaded or installed on behalf of an organization, such as an employer, "you" means the organization for which the Product is downloaded or installed, then the person accepting this agreement represents hereby that such organization has authorized such person to accept this agreement on the organization's behalf.

By accessing, downloading, installing, storing, loading, executing, displaying, copying the Product into the memory of a Computer, as defined below, or otherwise benefiting from using the functionality of the Product you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, Licensor is unwilling to license the Product to you. In such event, you may not use the Product in any way.

BEFORE YOU PRESS "I AGREE" BUTTON AND/ OR START OPERATING THE SOFTWARE PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I AGREE" BUTTON AND/OR BY STARTING TO OPERATE THE PRODUCT, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND DO NOT START TO OPERATE THE PRODUCT AND THE PRODUCT WILL NOT BE INSTALLED ON YOUR COMPUTER.

1. Intellectual property rights

The PRODUCT is owned and copyrighted by DeviceLock, Inc.

The Software and any documentation included in the Product are protected by national copyright laws and international treaties.

You agree that the Product and systems, methods of operation and other information contained in the Product constitute intellectual property of DeviceLock, Inc. and are protected by civil and criminal law, and by the law of copyright, commercial secret, trademark and other intellectual property laws of the British Virgin Islands, other countries and international treaties.

Any unauthorized use of the PRODUCT shall result in immediate and automatic termination of this license and may result in criminal and/or civil prosecution. Your possession, installation or use of the PRODUCT does not transfer to you any title to the intellectual property in the PRODUCT, and you will not acquire any rights in the PRODUCT except as expressly set forth in this Agreement.

You may use trademarks only insofar as to identify printed output produced by the Product in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. Licensor and its suppliers own and retain all right, title, and interest in and to the Product, including without limitations any error corrections, enhancements, Updates or other modifications to the Software, whether made by Licensor or any third party, and all copyrights, commercial secret, trademarks, and other intellectual property rights therein.

All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Product and you acknowledge that the license granted under this Agreement only provides you with a right of limited use strictly under the terms and conditions of this Agreement.

2. Scope of the License

You are granted a non-exclusive license to use the PRODUCT as set forth herein.

2.1. Evaluation period.

Anyone may use this PRODUCT (unregistered version) during a test period of 30 days. You may use the trial version only for evaluation purposes and only during the applicable evaluation period of 30 days, unless otherwise indicated, from the date of the initial installation of the Product. Following this evaluation period of 30 days or less, if you wish to continue to use the PRODUCT, you MUST register. To register you have to pay for the fully functional version. Upon payment we provide the registration key file to you. Any use of the Product for other purposes or beyond the applicable evaluation period is strictly prohibited. The Software unregistered (trial) version may be freely distributed provided that the Product is not modified.

No person or company may charge a fee for the distribution of the PRODUCT without written permission from DeviceLock, Inc.

2.2. Registered licenses.

Single license

Single license gives the right to install and use the Product on one computer only, to run one terminal session at a time only or otherwise as provided in the Documentation. In order to use the Product on several computers or to be able to run several terminal sessions, the appropriate number of Single licenses should be purchased. For the purpose of this Agreement, terminal session shall be a remote session that runs each time when an individual user accesses the terminal server from the user his computer or any other device. For further details on technical features of the Product and certain types of licenses refer to the Documentation.

2.3. The registered Software may not be rented or leased, or otherwise distributed without prior written consent of DeviceLock, Inc.

2.4. Back-up copy

You may not create any copy of the PRODUCT. You can make one (1) copy of the PRODUCT for backup and archival purposes, provided, however, that the original and each copy is kept in your possession or control, and that your use of the PRODUCT does not exceed that which is allowed in this Agreement. If you permanently transfer the PRODUCT you shall delete all its copies that are in your possession and send DeviceLock, Inc. a notice thereof.

2.5. Prohibition of reverse engineering

You agree not modify, decompile, disassemble, otherwise reverse engineer the licensed Program, unless such activity is expressly permitted by applicable law.

2.6. Modifications

You agree not to modify the Product in any manner, or create derivative works based upon the Product in whole or in part unless such activity is expressly permitted by the present Agreement.

3. Registration key file

3.1. Registration key file is a file provided to you by DeviceLock, Inc. and/or its authorized resellers or distributors that contains a unique set of symbols, confirms the purchase of the license from DeviceLock, Inc., contains the information about the license and enables the full functionality of the Program in accordance with the Agreement.

3.2. The registration key file provided to you by DeviceLock, Inc. constitutes confidential proprietary information of DeviceLock, Inc. For purposes hereof, you agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of DeviceLock, Inc. You agree to implement reasonable security measures to protect such confidential information provided to you by DeviceLock, Inc. and use best efforts to maintain the security of the file provided to you by the Licensor and/or its authorized resellers or distributors.

4. Warranties and Disclaimers

4.1. DeviceLock, Inc. warrants that for 90 days from the date of the registration key file is provided to you by Licensor or its distributors or resellers, the media on which the Product has been provided will be free from defects in materials and workmanship and that the Software will perform substantially in accordance with the Documentation or generally conform to the Product's specifications published by Licensor. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication or any modification

of the Product, whether or not such modification is permitted hereunder or from any use of the Product that is in violation of the rules set forth in the Documentation.

4.2. DEVICELOCK, INC. DOES NOT WARRANT THAT THE SOFTWARE IS FIT FOR ANY PARTICULAR PURPOSE. LICENSOR DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED.

YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT INCLUDING BUT NOT LIMITED TO ANY DAMAGE THAT CAN BE CAUSED TO YOUR HARD DRIVE OR LOSS OF ANY DATA.

4.3. Remedies

The Licensor and its resellers and distributors' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be at the Licensor's option: (i) return of the purchase price paid for the license, if any, or (ii) replacement of the defective media in which the Product is contained.

5. Limited liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS RESELLERS OR DISTRIBUTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

6. Technical support and updates

6.1. Technical support is provided via email during the regular business hours (GMT+ 03:00). Technical support is free for a period of one year after the date of receipt of the registration key file. If you pay for new updates after the expiration of the term set forth in 6.2 of the present agreement you are also entitled to a new period of technical support.

6.2. Registered users are entitled to free updates for a period of one year after the date of receipt of the registration key file. DeviceLock, Inc. reserves the right to provide free updates for a longer period.

6.3. Provision of updates after the expiration of one-year period is contingent upon payment of additional fee in accordance with the prices that are indicated on the web site of Licensor www.deviceclock.com

6.4. One-year period of free updates is not applicable to substantial updates. Substantial updates are any enhancements or alterations that add substantially new functions or features to the Product. Substantial updates are normally provided by DeviceLock, Inc. only upon payment of additional fee by the user. However DeviceLock, Inc. reserves the right to provide free substantial updates in some cases.

7. Governing law and jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands without reference to conflicts of law rules and principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The courts within the British Virgin Islands shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the British Virgin Islands and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the courts of the British Virgin Islands and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction.

8. Miscellaneous

8.1. Severability

In the event of invalidity of any provision of this License Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.2. Refund policy

The Product is marketed as TRY BEFORE BUY ñ DeviceLock, Inc. offers a trial version for potential users for evaluation purposes. Therefore no refund is possible for programs distributed electronically unless there are special circumstances.

8.3. Contact information

DeviceLock, Inc. reserves the right to amend this Agreement from time to time.

Copyright(c) 1997-2018 DeviceLock, Inc. All rights reserved. DeviceLock is a registered trademark.