



LICENSE AGREEMENT

BY INSTALLING THIS VISUAL SOFTWARE APPLICATION, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT.

End User License Agreement for Visual Software Products

IMPORTANT—READ CAREFULLY

RECITALS

Whereas, LICENSEE is a developer of software products; and Whereas, LICENSOR is engaged in the business of designing, developing and marketing software that integrates applications, and Whereas, LICENSOR and LICENSEE desire to enter into an agreement pursuant to which LICENSEE will distribute LICENSOR software by bundling pre-configured LICENSOR software with LICENSEE's software. Now, therefore, in consideration of the mutual covenants and agreements made herein, the parties hereby agree as follows:

1. License

Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE an unlimited, non-transferable, non-exclusive license to reproduce and distribute LICENSOR's proprietary computer software described on Exhibit A in object code format (the "SOFTWARE") solely in connection with the distribution of and for exclusive use with LICENSEE's product for which I was licensed to enable, (the "BUNDLED PRODUCT").

LICENSEE shall have the right to use copies of the SOFTWARE only for Evaluation, Demonstration and Internal Development as required to market and support the BUNDLED PRODUCT.

The SOFTWARE may not be sold by LICENSEE except as part of the BUNDLED PRODUCT.

2. Ownership

As between LICENSOR and LICENSEE, LICENSOR owns and retains all right, title, and interest in and to the SOFTWARE, and in and to all trademarks, service marks or tradenames associated with the SOFTWARE (the "Trademarks"), including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein (collectively, together with the SOFTWARE and Trademarks, the "Property"). Except as expressly granted herein, LICENSOR does not grant to LICENSEE any right or license, either express or implied, in the Property.

LICENSEE shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the SOFTWARE or any other part of the Property.

3. LICENSEE's and LICENSOR's Obligations

Software: LICENSOR will provide access to installers for the most recent version of SOFTWARE through its support web site.

Taxes, Tariffs, Fees: Should any tax or levy be made, by any governmental authority, LICENSEE agrees to pay such tax or levy and indemnify LICENSOR against any claim for such amount. LICENSEE represents and warrants to LICENSOR that all SOFTWARE acquired hereunder is for resale in the ordinary course of LICENSEE's business and not for LICENSEE's internal use except as provided in Section 1.

Security Issues: LICENSEE shall take all action necessary to ensure that (a) the SOFTWARE on LICENSEE's servers or computer systems is appropriately secured so that the SOFTWARE deliverables can only be viewed, copied, or utilized by licensed End Users; and (b) that the object code of the SOFTWARE can only be accessed by authorized employees and cannot be copied or downloaded by any of LICENSEE's licensees or by any other third party.

Protection of Proprietary Rights: LICENSEE shall cooperate without charge (provided that LICENSOR will reimburse reasonable out of pocket expenses if agreed in advance in writing), in LICENSOR's efforts to protect its rights in the Property (the "Property Rights"). LICENSEE shall promptly notify LICENSOR of any infringements of the Property Rights that come to LICENSEE's attention. LICENSOR shall have the exclusive right, exercisable in its sole discretion, to institute appropriate legal action against alleged infringement of the Property Rights. Nothing in this Agreement shall obligate LICENSOR to institute legal action to protect the Property Rights. LICENSOR shall incur all expenses in connection with any such legal action undertaken by it and shall retain all monetary recoveries received therefrom.

No Excess Representations or Warranties: LICENSEE covenants that it shall not make any representations or warranties with respect to the SOFTWARE in excess of those provided by LICENSOR herein or in the End User License form provided by LICENSOR

Fulfillment of LICENSEE's Obligations: LICENSEE covenants that it will fulfill all of its contractual and legal obligations to its customers. LICENSEE covenants that it will:

- a) promptly, courteously and appropriately respond to End Users questions, concerns and complaints, and;
- b) generally deal with the End Users and prospective customers in a professional manner.

To the extent that LICENSEE fails to fulfill its contractual and legal obligations to its customers, LICENSEE agrees that LICENSOR may elect to fulfill those obligations, or any portion of them, and LICENSEE shall reimburse LICENSOR any costs and expenses so incurred by LICENSOR.

4. Trademarks

LICENSOR grants LICENSEE a nonexclusive, worldwide, royalty-free right and license to use its trademarks, trade names, service marks, logos or other identifying or distinctive marks (collectively, "Marks"), provided that LICENSEE will comply with LICENSOR's trademark usage guidelines. LICENSEE shall not remove, obscure or alter LICENSOR's copyright notice or the Trademarks from the SOFTWARE.

5. Support

LICENSOR shall provide support to the LICENSEE upon request based upon its then-customary support policies. This support will include regular updates to the SOFTWARE in conformance with the latest version of the SIF specifications. The current ZIAgent support policy is maintained at: [ZIAgent Support Policy](#).

6. Compliance with Applicable Laws

When licenses for use in the United States, LICENSEE shall comply with all laws and regulations applicable to LICENSEE's performance of this Agreement and the marketing and distribution of the SOFTWARE hereunder. Without limiting the generality of the foregoing,

- 6.1. LICENSEE shall comply with all US Department of Commerce and other United States exports controls regarding the license and delivery of technology and products abroad including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the Department of Commerce, Bureau of Export Administration.
- 6.2. LICENSEE shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, licenses, permits and authorizations in the United States required for LICENSEE to perform its obligations under this Agreement.

7. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF WHICH THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, LICENSOR WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF DATA OR COSTS OF COVER. THESE LIMITATIONS WILL APPLY EVEN IF LICENSOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT. IN NO CASE SHALL LICENSOR'S LIABILITY UNDER THIS AGREEMENT OR RESULTING FROM CUSTOMER USE OF THE SOFTWARE EXCEED THE LICENSE FEES PAID TO LICENSOR UNDER THIS AGREEMENT.

8. Limited Warranty

General Warranties: Each party warrants that it has the full power, legal right and authority to enter into this Agreement and perform its obligations hereunder.

Warranties by LICENSOR: LICENSOR warrants that all SOFTWARE are, as far as LICENSOR can reasonably determine, free of any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept, or expropriate any system data or personal information.

Furthermore, LICENSOR warrants that it has used commercially reasonable means to determine if the Software infringes upon any patent, copyright, trade secret, or any other third party personal or proprietary right, and has determined that the Software provided to LICENSEE pursuant to this Agreement does not violate any third party's intellectual property rights.

9. General Terms

Governing Law: This Agreement shall be governed by and construed under the internal laws of Bucks County, Pennsylvania, USA, excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods. The parties consent to the personal and exclusive jurisdiction of and venue in the state and federal courts of Bucks County, Pennsylvania, U.S.A. for any disputes arising out of this Agreement.

Assignment: LICENSEE may not assign any of its rights or delegate any of its obligations hereunder whether by operation of law or otherwise, without LICENSOR's prior written consent which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Amendment: LICENSOR may, from time to time, modify the terms of this Agreement by: (i) posting the revised agreement on LICENSOR's website and notifying LICENSEE of the change by e-mail; (ii) forwarding a copy of the revised Agreement to LICENSEE, whether electronically or through a postal service; or (iii) any other means reasonably calculated to inform LICENSEE of the terms of the revised agreement. Unless LICENSEE objects to the revised agreement in writing to LICENSOR within thirty (30) days of receiving notice of the change, in which case no revision will take effect, LICENSEE will be deemed to have accepted the terms of the revised Agreement and the as-revised Agreement will take effect and be binding on both parties at the end of LICENSEE's thirty (30) day objection period. No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the Parties unless in writing and accepted by LICENSEE in the manner described above or signed by both Parties.

Severability: If any provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

No Waiver: Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Entire Agreement: This Agreement shall control LICENSEE's reproduction and bundling of the SOFTWARE. All different or additional terms or conditions in any LICENSEE purchase order or similar document shall be null and void. This Agreement, including the Exhibits hereto, constitutes the final, complete, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing signed by both parties. The failure or delay by either party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy.