

END USER LICENSE AGREEMENT (EULA)

Read the End User License Agreement and click **ACCEPT** at the bottom of the page to obtain the SolidDNS **LICENSE KEY** and documentation.

END USER LICENSE AGREEMENT (EULA)

FOR USE WITH INFOWEAPONS SOLIDDNS AND RELATED INFOWEAPONS INTELLECTUAL PROPERTY, SOLIDOS, THE SYSTEM SOFTWARE EMBEDDED IN INFOWEAPONS SOLIDDNS SOLUTIONS ("EMBEDDED SOFTWARE"); SOFTWARE MARKETED BY INFOWEAPONS AS AN APPLIANCE OR THAT WHICH IS EMBEDDED IN OR OTHERWISE CONSTITUTES A PART OF INFOWEAPONS APPLIANCE COMPUTER HARDWARE PRODUCT(S) (SOMETIMES REFERRED TO COLLECTIVELY HEREIN, AND THE EMBEDDED SOFTWARE, AS THE "LICENSED SOFTWARE"), EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, ARE PROPRIETARY COMPUTER SOFTWARE BELONGING TO INFOWEAPONS, INC. OR ITS LICENSORS. UNITED STATES COPYRIGHT AND OTHER FEDERAL AND STATE LAWS AND INTERNATIONAL LAWS AND TREATIES PROTECT THE INSTALLATION UTILITIES AND EMBEDDED SOFTWARE.

USE OF INFOWEAPONS SOLIDDNS ("SERVER") OR THE EMBEDDED SOFTWARE IMPLIES YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. BY USING THE EMBEDDED SOFTWARE OR THE SERVER/APPLIANCE, YOU ARE ENTERING INTO A BINDING CONTRACT WITH INFOWEAPONS, INC. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE EMBEDDED SOFTWARE, OR THE SERVER/APPLIANCE AND SHOULD PROMPTLY RETURN THIS ENTIRE PACKAGE INCLUDING THE SOFTWARE AND SERVER/APPLIANCE, TO THE PLACE WHERE YOU PURCHASED IT.

1. Ownership and Copyright. The Embedded Software is licensed, not sold to you, for use only as permitted by the terms and conditions of this Agreement. INFOWEAPONS reserves any rights not expressly granted to you. The Licensed Software is composed of multiple, separately written and copyrighted modular software programs. Various Licensed Software programs (the "Public Software") are copyrighted and made available under the FreeBSD General Public License or other licenses that permit copying, modification and redistribution of source code (which licenses are referred to as "Public Licenses").

Copyright 1994-2007 The FreeBSD Project. All rights reserved.
Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE FREEBSD PROJECT "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE FREEBSD PROJECT OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The views and conclusions contained in the software and documentation are those of the authors and should not be interpreted as representing official policies, either expressed or implied, of the FreeBSD Project.

All other Licensed Software programs (the "Restricted Software") are copyrighted by INFOWEAPONS or its licensors and are licensed pursuant to all of the terms of this Agreement.

Copying of the Licensed Software, unless specifically authorized in writing by INFOWEAPONS, is prohibited by law. You may not use copy, modify, sell, lease, sublease, or otherwise transfer the Installation Utilities or Embedded Software, or any copy or modification, in whole or in part, except as expressly provided in this Agreement.

PROVISIONS APPLICABLE TO RESTRICTED SOFTWARE ONLY (Articles 2 - 7):

2. License. In consideration of acceptance of this License Agreement, your payment of any applicable license fee for Restricted Software, and/or your purchase of a INFOWEAPONS SolidDNS Appliance that the Licensed Software accompanies, for the term of intellectual property protection inherent in the Licensed Software, INFOWEAPONS hereby grants to you a limited, personal, and non-exclusive license to execute ("Use") the Restricted Software solely under the terms and conditions of this Agreement and only on the Server in connection with which INFOWEAPONS originally provided such Restricted Software. You are given a non-exclusive license to use the Embedded Software in conjunction with the Server and the accompanying documentation. In the event of a transfer of SolidDNS to another company, you must provide INFOWEAPONS written notice of any such transfer within 30 days after the transfer date and you may not retain any copy of the transferred software. Any such

transferee's rights and obligations with respect to the transferred software and documentation are as set forth in this Agreement.

3. **Reproduction of Proprietary Notices.** You may not sublicense, distribute, rent, lease, lend, or otherwise convey the Restricted Software or any portion thereof to anyone, and under no circumstance may you use or allow the use of the Restricted Software in any manner other than as expressly set forth herein.

4. **Protection of Trade Secrets.** The Licensed Software contains trade secrets, and in order to protect them, you agree that you will not reverse assemble, decompile or disassemble, or otherwise reverse engineer any portion of the Restricted Software, or permit others to do so, except as permitted by applicable law, but then only to the extent that INFOWEAPONS (and/or its licensors) is not legally entitled to exclude or limit such rights by contract. Except with respect to online documentation copied for backup or archival purposes, you may not copy any documentation pertaining to the Licensed Software. You agree that your use and possession of the Licensed Software is permitted only in accordance with the terms and conditions of this Agreement.

5. **Ownership of Restricted Software.** You agree and acknowledge that, (i) INFOWEAPONS transfers no ownership interest in the Restricted Software, in the intellectual property in any Restricted Software or in any Restricted Software copy, to you under this Agreement or otherwise, (ii) INFOWEAPONS and its licensors reserve all rights not expressly granted to you hereunder, and (iii) the Restricted Software is protected by United States Copyright Law and international treaties relating to protection of copyright, and other intellectual property protection laws of the U.S. and other countries.

6. **Termination.** If you fail to fulfill any of your material obligations under this Agreement, INFOWEAPONS and/or its licensors may pursue all available legal remedies to enforce this Agreement, and INFOWEAPONS may, at any time after your default of this Agreement, terminate this Agreement and all licenses and rights granted to you hereunder. You agree that any INFOWEAPONS suppliers referenced in the Restricted Software are third-party beneficiaries of this Agreement, and may enforce this Agreement as it relates to their intellectual property. You further agree that, if INFOWEAPONS terminates this Agreement for your default, you will, within thirty (30) days after any such termination, deliver to INFOWEAPONS or render unusable all Restricted Software originally provided to you hereunder and any copies thereof embodied in any medium.

7. **Government End Users.** The Installation Embedded Software, and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202, Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, and FAR Section 12.212, and successor provisions thereof, as applicable. Any use modification, reproduction release, performance, display, or disclosure of the Embedded Software and accompanying documentation by the U.S. Government shall be governed

solely by the terms of this Agreement and shall be prohibited except as expressly permitted by the terms of this Agreement.

PROVISIONS APPLICABLE TO RESTRICTED SOFTWARE AND, SUBJECT TO SECTION 1, TO PUBLIC SOFTWARE (Articles 8 - 15):

8. Export Laws. Notwithstanding any provision of any Public License to the contrary, INFOWEAPONS shall have no duty to deliver or otherwise furnish source code of any Public Software if it cannot establish to its reasonable satisfaction that such delivery or furnishing will not violate applicable US laws and regulations. You hereby assure that you will not export or re-export any Licensed Software except in full compliance with all applicable laws, regulations, executive orders, and the like pertaining to export and/or re-export, including without limitation USA versions of the same. No Licensed Software may be exported or re-exported into (or to a national or resident of) any country to which the U.S. embargoes goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You agree to ascertain necessary licensing procedures and obtain required licenses before exporting or re-exporting either. You also agree to indemnify INFOWEAPONS and assume all financial responsibility for any losses it may suffer if you do not comply with this paragraph.

9. Warranties. INFOWEAPONS warrants that: (a) the appliance hardware on which the Embedded Software is furnished will be free of defects in materials and workmanship under normal use; and (b) SolidDNS substantially conforms to its published specifications.

The warranties will commence from the date the product was shipped to you and up to a period of ninety (90) days. In case of resale by an authorized INFOWEAPONS reseller, the period shall commence not more than ninety (90) days after original shipment by INFOWEAPONS to the authorized INFOWEAPONS reseller. The date of shipment of the Product is set forth on the packaging material in which the Product is shipped.

Except for the foregoing, SolidDNS is licensed for as is. This limited warranty extends only to the original licensee. Customer's sole and exclusive remedy and the entire liability of INFOWEAPONS and its suppliers and licensors under this limited warranty will be, at INFOWEAPONS's option, repair, replacement, or refund of SolidDNS, if reported (or, upon request, returned) to INFOWEAPONS or the party supplying SolidDNS. In no event does INFOWEAPONS warrant that SolidDNS or its appliance hardware is error free or that SolidDNS will be operated without problems or interruptions. INFOWEAPONS also does not warrant that SolidDNS or any network on which the SolidDNS is used will be free of vulnerability or attack.

This warranty is void if SolidDNS or its appliance hardware (a) has been altered, except by INFOWEAPONS or its authorized representative; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by INFOWEAPONS, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or

accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes for which INFOWEAPONS does not charge a purchase price or license fee.

10. Limitation of Liability. IN NO EVENT WILL INFOWEAPONS OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE PRICE PAID FOR THE EMBEDDED SOFTWARE. FURTHERMORE, IN NO EVENT WILL INFOWEAPONS OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR UNDER THIS AGREEMENT OR THE APPLICABLE PUBLIC LICENSE. The limitation of liability set forth in this paragraph will apply whether or not INFOWEAPONS or its licensor was advised of the possibility of the loss, liability, or damages and notwithstanding any failure of essential purpose of any limited remedy. Since some states do not allow exclusions or limitations of liability for consequential or incidental damages, this provision may not apply to you.

11. Waiver. No delay or failure of INFOWEAPONS to exercise any right under this Agreement, nor any partial exercise thereof, shall be deemed to constitute a waiver of any rights granted hereunder or at law.

12. Unlawful Provision(s). If any provision of the Agreement is held to be unenforceable for any reason, all other provisions of this Agreement shall nevertheless be deemed valid and enforceable to the fullest extent possible.

13. Applicable Law. Except with respect to any Public Software program for which the applicable Public License contains provisions expressly stating the applicable governing law (with respect to which the law so specified shall govern all aspects of such agreement, including the provisions incorporated into such Public License hereunder), the terms of this Agreement (including, to the extent allowable under the Public License, all software governed by a Public License which does not specify a governing law) will be governed by the laws of the State of Georgia, without reference to its choice of law rules, and the United States, including U.S. Copyright laws.

14. Entire Agreement. This Agreement and all applicable Public Licenses supersede all proposals, negotiations, conversations, discussions, all other agreements, oral or written, and all past course of dealing between you and INFOWEAPONS relating to the Licensed Software or the terms of its license to you, and may only be modified in writing signed by you and INFOWEAPONS Appliance.

15. Contractor/Manufacturer. InfoWeapons, Inc, 11465 Johns Creek Parkway, Suite 320, Duluth, Georgia, 30097 USA.