

**PASSLOGIX INC.**  
**END-USER LICENSE AGREEMENT**

NOTICE: THIS END-USER LICENSE AGREEMENT ("LICENSE AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, THE ENTITY) ("YOU", HEREAFTER) AND PASSLOGIX, INC. ("PASSLOGIX", HEREAFTER). READ IT CAREFULLY PRIOR TO USING SOFTWARE. WE WILL ALLOW YOU TO USE V-GO SSO AND THE ACCOMPANYING DOCUMENTATION (THE "SOFTWARE") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. BY CLICKING THE ICON LABELED "I ACCEPT", OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT AND ACCEPT AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, CLICK THE ICON LABELED "I DO NOT ACCEPT", IN WHICH CASE THE INSTALLATION PROCESS WILL TERMINATE AND YOU WILL HAVE NO RIGHT TO USE THE SOFTWARE. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, DO NOT USE THE SOFTWARE.

This License Agreement is made between You and Passlogix and sets forth the terms and conditions governing Your access to and use of the Software:

1. Ownership and License. This is a license agreement and not an agreement for sale of the Software. You acknowledge that Passlogix is the exclusive owner of all right, title and interest in the Software, regardless of any participation or collaboration by You in the design, development or implementation of the Software. You further acknowledge that Passlogix is the owner and holder of all copyright, patent, trademark, trade secret and other proprietary rights therein ("Proprietary Rights") and reserves all such Proprietary Rights to Passlogix except as expressly licensed to You hereunder. To the extent that any Proprietary Rights do not otherwise vest in Passlogix, You hereby assign all such Proprietary Rights to Passlogix, and agree to do all other acts reasonably necessary to perfect Passlogix's ownership thereof, without additional consideration of any kind. Your rights to use the Software are specified in this License Agreement (which supersedes any instructions Your company might give You), and Passlogix retains all rights not expressly granted to You in this License Agreement. Nothing in this License Agreement constitutes a waiver of Passlogix's rights under U.S. or international copyright law or any other federal or state law.
2. Permitted Uses. Passlogix hereby grants to You a non-exclusive, non-transferable, non-sublicensable limited license to install and use the Software in machine-readable form by a single user on a single personal computer, which computer is owned by and used to conduct business for You, or in any other configuration that may be described in another written agreement with Passlogix or our distributor or reseller.
3. Prohibited Uses. You may not, without written permission from Passlogix:
  - (a) use or reproduce any of the Software in source code format;
  - (b) distribute, disclose or allow use of the Software, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party;
  - (c) decompile, disassemble, or otherwise reverse engineer or attempt to deconstruct or discover any source code or underlying ideas or algorithms of the Software by any means whatsoever;
  - (d) modify or alter the Software in any manner whatsoever;
  - (e) use, copy, modify, merge or transfer copies of the Software except as expressly authorized in this License Agreement (You may make a single copy of the Software for back-up and archival purposes. You will keep the original and any such copy in its possession for emergency use, provided the installation and use of such backup or archival copy does not exceed that expressly allowed by the provisions of this License Agreement.);

*DM*  
*6/5/04*

- (f) use any back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective;
- (g) sublicense, lease, sell, rent, lend or otherwise transfer the Software; or
- (h) remove or alter any marks or designations indicating the ownership of copyrights, trademarks or other intellectual property rights of any party contained in the Software.

4. Confidentiality. The Software is confidential and proprietary to Passlogix. You agree not to disclose the Software or any information relating to the Software (including without limitation, the results of use or testing or any errors in the Software) to any third party without Passlogix's prior written permission. Unauthorized use or disclosure of such information would cause irreparable harm and significant injury to Passlogix that would be difficult to ascertain; accordingly You agree that Passlogix shall have the right to obtain injunctive or other equitable relief to enforce the obligations under this License Agreement without limiting any other rights or remedies.

5. Support. Passlogix shall provide You with its usual and customary maintenance and support services related to the Software if purchased by You via a purchase order to Passlogix or one of its authorized distributors or resellers.

6. Warranties and Disclaimer.

(a) Software Warranty. Passlogix warrants that for a period of ninety (90) days after the date of delivery of the Software ("Warranty Period"), it shall conform in all material respects to the applicable documentation that accompanies and is part of the Software. Your sole remedy for any breach by Passlogix of the warranty provided herein shall be the replacement of the nonconforming Software.

(b) NO WARRANTY. TO THE MAXIMUM EXTENT PERMISSABLE BY LAW, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND YOUR USE OF THE SOFTWARE IS SOLELY AT YOUR OWN RISK. PASSLOGIX DOES NOT WARRANT THAT THIS SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR FREE OF ERRORS. PASSLOGIX MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE, AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, PASSLOGIX DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS LICENSE AGREEMENT, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, PASSLOGIX SPECIFICALLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NO PASSLOGIX EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS LICENSE AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

7. LIMITATION OF LIABILITY. PASSLOGIX SHALL NOT BE LIABLE FOR ANY INCONSEQUENTIAL, INDIRECT, SPECIAL DAMAGES, OR SIMILAR DAMAGES ARISING UNDER THIS LICENSE AGREEMENT, EVEN IF PASSLOGIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PASSLOGIX SHALL NOT BE LIABLE UNDER THIS LICENSE AGREEMENT RELATING THE SOFTWARE GRANTED HEREUNDER, OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF ONE-HALF OF THE TOTAL AMOUNT ORIGINALLY PAID BY YOU FOR THE SOFTWARE. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN

821  
6/5/06

ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

8. Export Restrictions. You acknowledge that the Software is subject to U.S. export restrictions. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as destination and all other restrictions issued by U.S. and other governments.

9. Termination. This License Agreement is effective until terminated. You may terminate this License Agreement at any time by destroying all copies of the Software in Your possession or by returning all such copies to Passlogix. To the maximum extent permissible by law, this License Agreement and Your right to use this Software will automatically terminate without notice to You if You fail to comply with any provision of this License Agreement. Upon termination, You shall immediately (i) cease all use of the Software, (ii) return to Passlogix all copies of the Software then in Your possession, and (iii) certify to Passlogix in writing that You have retained no copies of the Software. Otherwise, the restrictions on Your rights to use the Software will end upon expiration of the copyright to the Software. Sections 1, 4, 6(b), 7, 8, 9 and 10 shall survive the expiration or termination of this License Agreement.

10. General.

(a) Indemnity. You agree to defend, indemnify and hold Passlogix harmless against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees, which Passlogix may incur in connection with Your breach of this License Agreement. Passlogix accepts no responsibility whatsoever for Your use of the Software.

(b) United States Government Restricted Rights. This section applies to all acquisitions of the Software by or for the Government. By accepting delivery of the Software, the Government hereby agrees that the Software is a "commercial item" as that term is defined at FAR 2.101 (Oct. 1999), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212 (Oct. 1999) and that the Government's use and disclosure of the Software is controlled by the terms and conditions of this License Agreement to the maximum extent possible. Consistent with FAR 12.212 and DFARS 227.7202 (Oct. 1999), all Government users acquire the Software with only those rights set forth herein. This License Agreement supercedes any contrary terms and conditions in any statement of work, contract, or other document relating to the Government's use of the Software. If any provision of this License Agreement is unacceptable to the Government, please contact us at Passlogix, Inc., 160 Pearl Street, 4th Floor, New York, New York 10005.

(c) Contracting Parties. To the maximum extent permissible by law, if the Software is installed on computers owned by a corporation or other legal entity, then this License Agreement is formed by and between Passlogix and such entity. The individual executing this License Agreement represents and warrants to Passlogix that he/she has the authority to bind such entity to the terms and conditions of this License Agreement.

(d) Assignment. You shall not have the right to assign, transfer, or sublicense any obligations or benefit under this License Agreement. Except as otherwise provided herein, this License Agreement shall be binding on and inure to the benefit of respective successors and permitted assigns of You and Passlogix.

(e) No Waiver. The failure of Passlogix to enforce its rights under this License Agreement at any time for any period shall not be construed as a waiver of such rights.

(f) Entire Agreement. This License Agreement is the entire and exclusive agreement between Passlogix and You with respect to the Software and supersedes all prior or contemporaneous agreements (whether written or oral) and other communications between Passlogix and You with respect to the

dy  
6/5/08

Software. No changes or modifications to or waivers of any provision of this License Agreement shall be effective unless evidenced in a written amendment that is signed by both parties.

(g) Effect of Illegality. To the maximum extent permissible by law, if any provision of this License Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this License Agreement shall otherwise remain in full force and effect and enforceable.

(h) Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter of this License Agreement shall be the state and federal courts located in New York, New York. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this License Agreement and is expressly disclaimed.

(i) Usage Reports. You agree to cooperate with Passlogix so that Passlogix may produce usage reports through the reporting capabilities of the Software.

(j) Notices. If You have any questions about this License Agreement, write to Passlogix, Inc., 160 Pearl Street, 4th Floor, New York, New York 10005.

I ACCEPT

I DO NOT ACCEPT

*dm*  
*6/5/08*