

DIGINONYMOUS Device End User License Agreement

IMPORTANT - READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Diginonymous LLC ("Diginonymous") for the Diginonymous software that accompanies this EULA, which includes computer software loaded onto an electronic device ("Device") and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the software. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.**

1. GRANT OF LICENSE. Diginonymous grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 Installation and Use. You may use the Device, within the United States, to use, access, display and run one copy of the Software in the United States on a single computer (a "Workstation Computer"). The Software may not be removed, copied, or otherwise tampered with. **WARNING:** Tampering with the Software may implement self-destruct mechanisms within the Device, thereby rendering the Software and its associated Device useless, and Diginonymous is not responsible for any loss of data or service interruption because of the execution of the self-destruct mechanism.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 Internet-Based Services Components. The Software contains components that enable and facilitate the use of certain Internet-based services such as a proxy server (the "Services"). As long as you abide by the terms of this EULA, you are granted access to the Services and all the privileges that pertain thereto. You acknowledge and agree that Diginonymous may automatically check the authenticity, license compliance, and version of the Software and/or its components that you are utilizing and may provide upgrades or fixes to the Software that may be automatically downloaded to your Device or, in the case of illegitimate authenticity or non-compliance with one or more license terms, both your access to the Services and access to or use of the Software may be precluded.

2.2 Internet Communications Features. If you choose to utilize the Internet communication or update features within the Software, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Diginonymous or its designated agent to access and utilize the necessary information for Internet communication and/or updating purposes. Diginonymous may use this information solely to authenticate your use of the Software, improve our software or to provide customized services or technologies to you. Diginonymous may disclose this information to others, but not in a form that personally identifies you unless ordered to do so by subpoena or court order.

3. RESERVATION OF RIGHTS AND OWNERSHIP. Diginonymous reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Diginonymous or its suppliers own the title, copyright,

and other intellectual property rights in the Software. The Software is licensed, not sold.

4. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. **NO RENTAL/COMMERCIAL HOSTING.** You may not rent, lease, lend or provide commercial hosting services with the Software.

6. **CONSENT TO USE OF DATA.** You agree that Diginonymous and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Diginonymous may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you unless Diginonymous is required to do so by subpoena or court order.

7. **LINKS TO THIRD PARTY SITES.** You may link to third party sites through the use of the Software. The third party sites are not under the control of Diginonymous, and Diginonymous is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Diginonymous is not responsible for webcasting or any other form of transmission received from any third party sites. Diginonymous is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Diginonymous of the third party site.

8. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Diginonymous may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Diginonymous reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

9. **UPGRADES.** Diginonymous may, at its sole discretion and at any time within the term of this EULA, elect to update the Software on the Device. To use Software identified as an upgrade, you must first be licensed for the software identified by Diginonymous as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility.

10. **NOT FOR RESALE SOFTWARE.** Software identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

11. **EXPORT RESTRICTIONS.** You acknowledge that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin, including the Software in any medium. You agree that you will not export or re-export the Software in any form without the appropriate United States and foreign government licenses. You also agree that your obligations pursuant to this section shall survive and continue after any termination or expiration of rights under this EULA.

12. **INTERNAL SOFTWARE TRANSFER.** You may move the Software with the Device to a different Workstation Computer and use the Software on that different Workstation Computer.

13. **TRANSFER TO THIRD PARTY.** The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user that resides in the United States, provided the initial user retains no copies of the Software. This transfer must include all of the Software (including all component parts, the Device, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

14. **TERMINATION.** Without prejudice to any other rights, Diginonymous may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software, the Device, any associated documentation, and all other component parts.

15. **LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE UNITED STATES.**

Diginonymous warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state and federal or state law prohibits disclaimer of it, you also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE 90-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the 90-day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

16. **LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Diginonymous, **YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES,** if the Software does not meet Diginonymous's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 17 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state to state. **YOUR EXCLUSIVE REMEDY.** Diginonymous's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Diginonymous's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is

returned to Diginonymous with a copy of your receipt. You will receive the remedy elected by Diginonymous without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to Diginonymous). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Diginonymous will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Diginonymous's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Diginonymous are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Diginonymous, LLC, Attn: Customer Service.

17. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Diginonymous and its suppliers provide the Software and support services (if any) **AS IS AND WITH ALL FAULTS**, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, user's anonymity, integrity of data, loss and/or corruption of data resulting from delays, non-deliveries, wrong delivery, viruses, Trojan horses, malicious software or any other names or unnamed occurrences, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. **ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.** Diginonymous reserves the right to amend its policies and agreements at any time.

17.1. CUSTOMER SERVICE/SUPPORT. Diginonymous provides DigiGone customer service and assistance on a Best Effort Basis, Monday through Friday between the hours of 8:00 AM and 5:00 PM EST/EDT. Customer service issues may be addressed via telephone at (727) 393-3037 or via email at info@diginonymous.com.

18. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIGINONYMOUS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR

ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF DIGINONYMOUS OR ANY SUPPLIER, AND EVEN IF DIGINONYMOUS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Diginonymous and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Diginonymous with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Software up to the amount actually paid by you for the Software or US\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 15, 16 and 17) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

20. **U.S. GOVERNMENT LICENSE RIGHTS.** All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227 -14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

21. **APPLICABLE LAW.** This EULA is governed by the laws of the State of Florida. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Middle District of Florida and the Superior and Municipal Courts of the State of Florida, Pinellas County in any litigation arising out of the Agreement. If the licensee is the U.S. Government, irrespective of the place of performance, this Agreement will be construed, interpreted and enforced in accordance with the United States federal common law of government contracts as enumerated and applied by federal judicial bodies, boards of contract appeals and quasi judicial agencies of the Federal Government of the United States. To the extent that the federal common law of government contracts is not dispositive, this Agreement shall be governed as set forth in this Section.

22. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA (including any addendum or amendment to this EULA which is included with the Device or update to the Software) is the entire agreement between you and Diginonymous relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter

covered by this EULA. To the extent the terms of any Diginonymous policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

23. **FORCE MAJEURE.** Diginonymous shall not be liable or responsible hereunder by reason of any failure or delay in the Services on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of Diginonymous.

24. **ALLOCATION OF RISK.** The fees and limitations of liability and remedies for the license to the Device, Software and Services reflect the allocation of risk between the parties. This section is an essential element of the basis of the bargain between the parties.

25. **HEADINGS.** The paragraph headings appearing in this EULA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such Section or in any way affect such Section.