



## **vtVAX End User Software License and Limited Warranty**

This is an agreement between you, the End User (LICENSEE) and Vere Technologies LLC (LICENSOR). By using this Software Product, you are agreeing to become bound by the terms of this agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THIS SOFTWARE PRODUCT AND PROMPTLY REMOVE IT FROM YOUR COMPUTER.

### **Grant Of License.**

Subject to the terms of this Agreement, LICENSOR hereby grants to LICENSEE a personal, non exclusive, non-transferable license (without the right to sublicense) to use the vtVAX licensed software (hereafter "SOFTWARE") and the applicable Documentation. "Documentation" shall mean any and all documentation, whether provided in printed or electronic form, relating to the SOFTWARE that is provided by LICENSOR.

### **Ownership of SOFTWARE and Restrictions on Use or Transfer**

LICENSOR retains the copyright, title and ownership of the SOFTWARE, including the written materials regardless of the form or media in or on which the original and other copies may exist.

LICENSEE shall not derive or attempt to derive the Source Code or structure of all or any portion of the SOFTWARE by reverse engineering, disassembly, de-compilation or any other means.

LICENSEE shall not give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the SOFTWARE or other rights to any third party, including, but not limited to, LICENSEE's subsidiaries and affiliates.

LICENSEE shall not modify, translate, patch, alter or otherwise change the SOFTWARE or create any derivative works of the SOFTWARE.

LICENSEE is permitted to transfer the SOFTWARE between computers provided the SOFTWARE is transferred without modification and the other computer's configuration is appropriate for the SOFTWARE. You are not permitted to transfer the SOFTWARE to a third party (a person or a company).

### **Term**

This License commences upon the installation of the SOFTWARE and expires at the time indicated in either the License Key or as embedded in the SOFTWARE by means of a termination date or run-time limitation.

This License terminates automatically without notice from LICENSOR upon the expiration of its term, or if you fail to pay for the SOFTWARE, or if you fail to comply with any provision of this License. Upon termination of the License, you shall remove the SOFTWARE from your computer, destroy all copies thereof, and return the SOFTWARE and Documentation to LICENSOR.

### **WinPcap Copyright Notice**

vtVAX-on-WINDOWS SOFTWARE includes the WinPcap Network driver for which the following copyright notice applies:

Copyright (c) 1999 - 2005 NetGroup, Politecnico di Torino (Italy).

Copyright (c) 2005 - 2010 CACE Technologies, Davis (California).

All rights reserved.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "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 COPYRIGHT OWNER 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.

*This product includes software developed by the University of California, Lawrence Berkeley Laboratory and its contributors.*

*This product includes software developed by the Kungliga Tekniska Högskolan and its contributors.*

*This product includes software developed by Yen Yen Lim and North Dakota State University.*

---

Portions Copyright (c) 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997 The Regents of the University of California. All rights reserved

#### **LIBPCAP Copyright notice**

vtVAX-on-BARE METAL SOFTWARE includes software developed by the University of California, Lawrence Berkeley Laboratory and its contributors, which is made available under the terms of the BSD license.

**Copyright (c) 1993, 1994, 1997 The Regents of the University of California. All rights reserved.**

THE LIBPCAP SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **GNU Public License notice**

vtVAX-on-BARE METAL SOFTWARE includes software that is available under the GPL conditions. The source code of changes made to this GPL protected software is published on our partner website: [www.avtware.com/gpl.html](http://www.avtware.com/gpl.html).

#### **LIMITED WARRANTY**

LICENSOR warrants that SOFTWARE will substantially conform to the documentation that is supplied with the SOFTWARE, when used in the recommended host system environment; the warranty period is ninety (90) days from the date of delivery. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS". EXCEPT FOR THE 90-DAY LIMITED WARRANTY, LICENSOR AND OWNER DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR IN AN ERROR-FREE MANNER.

#### **LIMITATION OF LIABILITY**

LICENSOR NOR OWNER SHALL BE LIABLE TO LICENSEE, ITS AFFILIATES, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), REGARDLESS OF WHETHER LICENSOR AND/OR OWNER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL LICENSOR'S OR OWNER'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY, INDEMNIFICATION OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL LICENSE FEES PAID BY LICENSEE UNDER THIS AGREEMENT.

#### **Export**

None of the Software or underlying information or technology may be downloaded or otherwise exported, re-exported or transmitted to any restricted countries or otherwise in violation of the laws and regulations of the United States of



America or other applicable jurisdictions. LICENSEE will obtain any export licenses that may be required under applicable U.S. laws prior to any export, re-export or transmittal of the SOFTWARE or other information provided under this Agreement.

### **Indemnification**

LICENSOR shall defend, indemnify and hold LICENSEE harmless from and against any third party claim alleging the infringement of any patent, copyright, trademark or other intellectual property right asserted against LICENSEE by a third party based upon LICENSEE's authorized use of the SOFTWARE. If LICENSEE's use of any of the SOFTWARE is, or in LICENSOR's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, LICENSOR will either:

- a) substitute for the SOFTWARE substantially functionally similar programs and documentation;
- b) terminate the Agreement and refund the license fees and maintenance fees paid by LICENSEE as reduced to reflect the use of the SOFTWARE from the applicable license purchase date.

The foregoing indemnification obligation of LICENSOR shall not apply: (1) if the SOFTWARE is modified by any party other than LICENSOR without LICENSOR's prior written consent, but solely to the extent the alleged infringement is caused by such modification; (2) the SOFTWARE is combined with other non-LICENSOR products or process not contemplated by the Documentation, but solely to the extent the alleged infringement is caused by such combination; (3) to any use of the SOFTWARE that is not authorized by the Documentation.

If a claim under this Section is received by LICENSEE, LICENSEE will provide LICENSOR: (i) prompt notice of such claim (but in any event notice in sufficient time for LICENSOR to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable necessary cooperation, at LICENSOR expense.

### **Proprietary Rights.**

All right, title, and interest in and to the SOFTWARE, including, without limitation, all copyright, patent, trademark, trade secret and other intellectual property rights in and to the SOFTWARE shall remain with the entity granting certain rights in the SOFTWARE to LICENSEE.

LICENSEE shall not remove, deface, or otherwise obscure any copyright, patent, trademark, service mark, or other proprietary legend ("Proprietary Legends") on either the SOFTWARE or Documentation. Furthermore, LICENSEE shall include such Proprietary Legends in any reproductions of either the SOFTWARE or Documentation that LICENSEE is permitted to make.

### **Claims and Disputes**

This License shall be governed and construed in accordance with the laws of Delaware and shall benefit LICENSOR, its successors and assigns, but without giving effect to its laws or rules relating to conflicts of laws or to the United Nations Convention on Contracts for the International Sale of Goods.

Any claim or dispute between LICENSEE and LICENSOR or against any agent, employee, successor or assignee of LICENSOR, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement or the relationship or duties contemplated under this Agreement, including the validity of this arbitration clause, shall be resolved by binding arbitration in accordance with the Rules of Arbitration of the Delaware State Chamber of Commerce in Wilmington, Delaware.

This Agreement constitutes the entire agreement between the End User and LICENSOR.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SOFTWARE LICENSE AND LIMITED WARRANTY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SOFTWARE LICENSE AND LIMITED WARRANTY.