

END-USER LICENSE AGREEMENT

License and Limited Warranty Agreement

This is a legally binding agreement ("Agreement") made by and between: (1) you, the purchaser and user of the "Product", as defined below, (hereinafter "You"), and (2) Network Box Corporation Limited ("Network Box").

CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO COMMENCING USE OF THE PRODUCT. BY USING THE PRODUCT, YOU INDICATE YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU UNCONDITIONALLY ACCEPT THIS AGREEMENT AS LEGALLY BINDING BETWEEN YOU AND NETWORK BOX WHETHER OR NOT YOU HAVE SIGNED THIS AGREEMENT AT THE END.

ANY ADDITIONAL, DIFFERENT AND/OR CONFLICTING TERMS OR CONDITIONS SET FORTH IN ANY PURCHASE ORDERS, REQUESTS FOR PROPOSAL, SPECIFICATIONS, ACKNOWLEDGEMENTS OR OTHER DOCUMENTS PROVIDED BY YOU ARE HEREBY OBJECTED TO BY NETWORK BOX AND SHALL NEITHER FORM PART OF THIS AGREEMENT OR OTHERWISE BE BINDING IN ANY WAY ON NETWORK BOX OR ANY OF ITS DISTRIBUTORS OR AGENTS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, RETURN THE UNUSED PRODUCT WITHIN TEN (10) CALENDAR DAYS OF PURCHASE TO THE NETWORK BOX DISTRIBUTOR FROM WHOM IT WAS PURCHASED AND YOUR ORIGINAL PURCHASE PRICE WILL BE REFUNDED. NO REFUND WILL BE GIVEN FOR A PRODUCT THAT NETWORK BOX FINDS TO HAVE BEEN TAMPERED WITH, DAMAGED OR USED.

1. CERTAIN DEFINITIONS: For the purposes of this Agreement, "Product" means the Network [Box™](#) brand Internet Threat Protection Appliance which You have purchased from the authorized Network Box distributor in your territory. The Product consists of: (i) Hardware, (ii) a copy of certain software pre-loaded on the Hardware (the "Software"), (iii) the right to receive certain "Updates" (as defined herein) and, (iv) "Documentation" (as defined herein). "Updates" means those copies of modifications, updates, enhancements, revised versions or releases of, or other changes to the Software which may be provided to you from time to time by Network Box pursuant to the terms and conditions of this Agreement and any Service Agreement which may be entered into between You and Network Box or its distributor. "Documentation" means those copies of any manuals, installation guides, instructions, user guides or other documentation furnished with the Hardware, the Software and/or with any with "Updates", either in hard copy, electronic or machine-readable form.

2. TERM: This Agreement shall become effective beginning as of the earlier of: (i) the date you sign this Agreement below, or (ii) the date you first commence use of the Product by connecting it to a server, (the "Effective Date") and shall continue in effect until terminated pursuant to its terms below.

3. NON-EXCLUSIVE LICENSE: Network Box grants to You, subject to all terms and conditions of this Agreement and for the term of this Agreement only, a personal, non-transferable, non-exclusive, non-sublicensable license to: (i) use, solely on the Hardware, a single copy of the Software, Documentation and the Updates, for lawful personal and/or internal business use other than use in or in conjunction with any medical device or system, life support system, nuclear facility, hazardous location, aircraft navigation or control or any other high risk or mission-critical application, and in a manner not inconsistent with either the Documentation or any terms and conditions of this Agreement, and (ii) to make functionality of the Software and Updates available, at any given time, to not more than the maximum number of Users (as defined below) specified on the invoice for the Product. "Users" includes all users of machines which run the Software and/or any Updates; all users of machines communicating with any network device or other machine which runs the Software and/or any Updates, whether such communications are direct or indirect through one or more other servers, routers, additional firewalls, gateways, network devices or otherwise so as to provide any or all of the protection, isolation and/or other functionality of the Software and/or any Updates. You may not load or use the Software or any Updates on any platform other than the Hardware on which the Software has been pre-loaded by Network Box. No additional or different rights other than those expressly set forth above are granted, either expressly or by implication. All rights not expressly granted are expressly reserved to Network Box, its successors, assigns and to licensors.

4. REVERSION: Immediately upon any termination of this Agreement for any reason, the license granted under paragraph 3 above shall terminate, and all rights thereunder shall revert in their entirety to Network Box, its successors and assigns.

5. UPDATES: You acknowledge you are aware that performance of the Product can be expected to degrade significantly, even critically, if it is not provided with all Updates as they are made available. Payment of the initial annual service fee for the Updates entitles You to receive Updates for a period of one (1) calendar year from the Effective Date unless this Agreement is terminated sooner. Subsequent Updates are available through the authorized Network Box distributor in your territory at additional cost under a separate Service Agreement. To reduce the risk of not receiving Updates promptly, Network Box recommends You enter into a Service Agreement not later than thirty (30) calendar days prior to termination of this Agreement or any prior Service Agreement which may then be in effect.

6. CERTAIN DUTIES: You agree to and shall at your own sole expense:

- (a) establish and maintain a reliable, continuous connection between the Product and a Network Box server;
- (b) forthwith upon entering into this Agreement designate a Technical Contact Person who shall be responsible for making and receiving all communications with Network Box and notify Network Box in writing of such person's full name, title, telephone, fax and email address;
- (c) supply Network Box with a completed Configuration Form upon entering into this Agreement, and promptly notify Network Box in writing of any amendments to the Configuration Form which you may desire to make from time to time.

7. CERTAIN RESTRICTIONS: You agree not to and shall not:

- (a) use the Product in or in conjunction with any medical device or system, life support system, nuclear facility, hazardous location, aircraft navigation or control or in any other high risk or mission-critical application;
- (b) use the Product for any illegal purpose;
- (c) copy the Software, Updates and/or the Documentation;
- (d) remove, alter or obscure any serial numbers, trademarks, copyright notices or other notices on or in the Hardware, Software, Updates or the Documentation.

8. TERMINATION: Unless terminated earlier, this Agreement and the license granted under paragraph 3 above shall become effective as of the Effective Date and shall continue in full force and effect until it is terminated. You may terminate this Agreement at any time by permanently ceasing all use of the Software, the Documentation and Updates. This Agreement also will terminate automatically if You fail to comply with any term or condition of this Agreement. You agree upon termination to immediately cease any and all use of, and to destroy any and all copies of, the Software, Updates and the Documentation in your possession.

9. COPYRIGHT: The Software, Documentation and Updates are copyrighted. All right, title and interest in and to the Software, Documentation and Updates and all worldwide copyrights and all other proprietary rights in both of them are and remain owned solely and exclusively by Network Box, its successors and assigns and/or its licensors. You may not make or distribute copies of the Software, Updates and/or the Documentation. You may not modify or prepare any derivative works based on the Software, Updates and/or the Documentation.

10. TRADE SECRETS/LIMITED ACCESS: The Product embodies proprietary technology and valuable intellectual property of Network Box including without limitation valuable trade secrets which are vital to the business of Network Box and whose value depends upon their not being generally known. You agree to exercise due care not to provide access to any portion of the Software, Updates or Documentation to any person or entity other than your employees who reasonably require such access to enable You to use the Product subject to this Agreement.

11. NO REVERSE ENGINEERING: You agree not to engage or participate in or to request, induce or purport to authorize any other person or entity to engage in any form of reverse engineering of the Hardware or any reverse engineering, decoding, disassembling or decompiling the Software, Updates or any portion(s) thereof.

12. NO TRANSMISSION: You agree not to electronically, optically or otherwise publish, transmit, broadcast, transfer, or disseminate any portion of the Software, Updates and/or the Documentation over any public or private computer network (either local, wide area or otherwise), telephone network or other mode or channel of communication.

13. U. S. GOVERNMENT RESTRICTED RIGHTS: Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of this computer software, the rights of the Government regarding its use, reproduction and disclosure are set forth in Federal Acquisition Regulation Clause No. 52-227-19 for restricted computer software or in any federal contracts of Network Box Corporation Limited, 16th Floor, Metro Loft, 38 Kwai Hei Street, Kwai Chung, Kowloon, Hong Kong.

14. GOVERNMENT LIMITED RIGHTS: This paragraph 14 shall apply only if the Software or any of the Updates is provided under a U.S. government contract. In the event paragraph 13 applies and there is a conflict between paragraph 14 and any other provision of this Agreement, the provisions of paragraph 14 shall control, unless the conflict is with paragraph 13 in which case paragraph 13 shall control. In any Government contract with Network Box Corporation Limited, 16th Floor, Metro Loft, 38 Kwai Hei Street, Kwai Chung, Kowloon, Hong Kong or its distributors, sub-distributors or agents, for this software, the Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data -- Noncommercial Items clause contained in any Government contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided with access to such data must properly notify the above named contractor or its distributor or agent.

15. LIMITED WARRANTY: EXCEPT AS EXPRESSLY SET FORTH BELOW, THE PRODUCT, INCLUDING WITHOUT LIMITATION, THE HARDWARE, SOFTWARE, UPDATES AND THE DOCUMENTATION, IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE ENTIRE RISK AS TO THE SELECTION, USE, MISUSE, ABUSE OF THE PRODUCT, THE RESULTS THEREOF AND THE PERFORMANCE, NON-PERFORMANCE OR FAILURE OF THE PRODUCT IS ASSUMED SOLELY BY YOU. SHOULD THE PRODUCT, ITS DESIGN OR ANY OF ITS COMPONENTS FAIL OR PROVE DEFECTIVE, INEFFECTIVE OR INADEQUATE IN ANY RESPECT, YOU (AND NOT NETWORK BOX, ITS DEALERS AND/OR AGENTS) ASSUME THE ENTIRE LIABILITY FOR ANY AND ALL RESULTING LOSS, LIABILITY, HARM, DEATH, BODILY INJURY, PROPERTY DAMAGE, LOSS OR CORRUPTION OF DATA, DISRUPTION OF OPERATION, LOSS OF PROFIT OR REVENUE, ECONOMIC LOSS, LOSS OF USE, AS WELL AS FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. FURTHER, NETWORK BOX DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF THE PRODUCT EITHER IN TERMS OF ITS ABILITY TO DETER UNAUTHORIZED ACCESS TO OR USE OF ANY COMPUTER, NETWORK OR SYSTEM, ITS COMPATIBILITY WITH OTHER HARDWARE OR OTHER SOFTWARE, ITS RELIABILITY, PERFORMANCE, CURRENTNESS, COMPLETENESS OR OTHERWISE; AND YOU SELECT AND USE THE PRODUCT SOLELY, EXCLUSIVELY AND ENTIRELY AT YOUR OWN RISK.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF NETWORK BOX, ITS AGENTS AND DISTRIBUTORS CONCERNING ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT, THE

PRODUCT AND/OR ANY SERVICES PROVIDED IN RELATION TO THE PRODUCT, EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT PLUS ANY ADDITIONAL AMOUNT ACTUALLY PAID BY YOU TO NETWORK BOX, ITS AGENTS OR DISTRIBUTORS.

As the sole, exclusive and entire exception to the foregoing, Network Box warrants that the Hardware will, when properly installed and used in accordance with the Documentation for its intended purpose and in its intended operating environment, be free from material defects in materials and workmanship for a period of one calendar year from the date of purchase. The sole, entire and exclusive liability of Network Box and the sole, exclusive and entire remedy in the event of any shall be that, at the sole option of Network Box in its sole discretion, Network Box shall either (a) repair or arrange for the repair of the Hardware, (b) replace the Product, or (c) refund the original purchase price of the Product; Notwithstanding the foregoing, Network Box shall have no obligation to repair, replace or refund the original Purchase Price of any Product which Network Box determines to have been, misused, abused, neglected, or altered provided that You return, with a copy of your purchase receipt, the entire Product to the Network Box distributor from which it was purchased with any and all costs for all costs of shipping and handling prepaid by You. Network Box, at its sole option, may elect to carry out any such repair or replacement using either new or refurbished materials. This Limited Warranty does not apply to a Product that has been (1) altered, repaired or modified by any party other than Network Box or (2) damaged or destroyed by accidents, lightning, power line abnormalities, temperature or humidity extremes, water damage, acts of God or similar events or by any intentional, reckless or negligent acts or omissions. In the event of the repair or replacement of the Product, the Hardware of the repaired or replaced Product will be warranted solely to be free of material defects in materials or workmanship for a period amounting to the balance of the one calendar year from the date of purchase of the Product.. Any Product or Product component replaced by Network Box becomes the property of Network Box. Network Box shall not be responsible for the return of or damage to any software, firmware, information or data contained in, stored on, or integrated with any returned Product. You agree not to look to Network Box or any of its distributors or agents for, and hereby release Network Box, its distributors and agents from any liability for, performance of, enforcement of, or damages or other relief on account of, any third party warranties or any breach thereof.

THE ABOVE IS THE SOLE, ENTIRE AND EXCLUSIVE WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, MADE BY OR ON BEHALF OF NETWORK BOX, ITS AGENTS OR DISTRIBUTORS RESPECTING THE PRODUCT OR ANY SERVICE PROVIDED IN RELATION THERETO. ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, **MERCHANTABILITY** AND/OR FITNESS OF THE PRODUCT OR ANY OF ITS COMPONENTS FOR A PARTICULAR USE OR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETIES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

NEITHER NETWORK BOX NOR ANY PERSON OR ENTITY THAT HAS BEEN INVOLVED IN THE

DESIGN, DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, MARKETING OR DELIVERY OF THE PRODUCT OR ANY OF ITS COMPONENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE SELECTION, USE, ABUSE, MISUSE, RESULTS OF USE, FAILURE OR INABILITY TO USE THE PRODUCT OR ANY OF ITS COMPONENTS HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE EVEN IF NETWORK BOX OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16. SALE FOR EXPORT FROM THE U.S.:

- A** The Department of Commerce Bureau of Industry and Security (“BIS”) has taken the position that software containing Application Programming Interfaces (“APIs”) is controlled by United States export laws, and therefore, such source code and object code software cannot be exported without a valid license or other authorization from the U.S. government. Network Box hereby places You on notice that any item controlled under the U.S. laws and regulations, including without limitation the Software, cannot be exported (as defined in section 734.2(b)(9) of the Export Administration Regulations [15 CFR §734.2(b)(9)], as amended from time to time) without a valid license or other authorization from the U.S. government.
- B.** You shall notify Network Box of any contract for sale/license of the Software or Updates that is deemed an export under BIS regulations; any application submitted to the U.S. government to obtain an export license under BIS regulations or any other export control laws or regulations; and any actual export under such license obtained from the U.S. government for export.
- C.** You assume all risk and cost associated with a violation of any U.S. export control law or regulation, and will indemnify Network Box for the full consequences of any export of the Software or Updates without the knowledge of Network Box.
- D.** You acknowledge that You are not a national of any embargoed countries, as designated by the U.S. government, or a party listed in the U.S. Table of denial orders or U.S. Treasury Department list of specially designated nationals.
- E.** Termination or cancellation of this Agreement or any attachments thereto shall have no effect on the rights and obligations of the parties under this section.

17. HAZARDOUS ENVIRONMENT: You acknowledge that the Product is not designed, intended or licensed for use in hazardous environments, life support systems, medical devices or systems, operation of nuclear facilities, aircraft navigation or control, or in any other high risk or mission-critical application (i.e. one whose failure, malfunctioning or inability to function as intended may result directly or indirectly in death, serious bodily injury or substantial property damage) and agree not to use or permit use of the Product in any such environment or application.

18. INDEMNIFICATION: You agree to and shall indemnify, defend and hold harmless Network Box, its distributors and agents and their respective officers, directors and managing agents from and against any and all claims, demands, suits, causes of action, loss, liability or harm arising from any breach of this Agreement by You including without limitation all reasonable attorney's fees, costs and expenses.

19. MISCELLANEOUS: This Agreement, together with any Service Agreement which may be entered into in writing between You and Network Box, constitutes the sole, entire and exclusive understanding and agreement with respect to its subject matter. The rights and obligations of the parties under this Agreement shall not be governed by the 1980 United Nations Convention on Contracts for the International Sale of Goods. Rather, this Agreement shall be governed by the laws governing Hong Kong without regard to choice of law principles. The courts of Hong Kong shall have exclusive jurisdiction over any cause or controversy arising under the terms of this Agreement or between the parties as a result of action taken or failure to act by either party pursuant to the terms of this Agreement. This Agreement shall inure to the benefit of Network Box, its agents and authorized distributors and may not be modified or waived except pursuant to a writing signed by an authorized representative of Network Box. The headings used in this Agreement are for convenience of reference only. Such headings form no part of the terms and/or conditions of this Agreement and shall not be used to construe, expand, limit or modify any of the express terms or conditions of this Agreement. The provisions of paragraphs 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall forever survive any termination of this Agreement.

20. Contracts for the International Sale of Goods. Rather, this Agreement shall be governed by the laws governing Hong Kong without regard to choice of law principles. The courts of Hong Kong shall have exclusive jurisdiction over any cause or controversy arising under the terms of this Agreement or between the parties as a result of action taken or failure to act by either party pursuant to the terms of this Agreement. This Agreement shall inure to the benefit of Network Box, its agents and authorized distributors and may not be modified or waived except pursuant to a writing signed by an authorized representative of Network Box. The headings used in this Agreement are for convenience of reference only. Such headings form no part of the terms and/or conditions of this Agreement and shall not be used to construe, expand, limit or modify any of the express terms or conditions of this Agreement. The provisions of paragraphs 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall forever survive any termination of this Agreement.

21. ACKNOWLEDGEMENTS: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES AND CANCELS ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR DECISIONS TO PURCHASE AND USE THE PRODUCT WERE NEITHER INDUCED BY NOR MADE IN RELIANCE UPON ANY REPRESENTATION, WARRANTY, STATEMENT, PROMISE, UNDERSTANDING OR INDUCEMENT NOT EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT.

COMPANY ADDRESS STAMP OR SEAL (BELOW): AGREED:

Signature

Name

Title

Date