



RG Nets, Inc. Software End User License Agreement

THIS AGREEMENT IS A LEGAL DOCUMENT setting forth the terms and conditions under which RG Nets Inc. (“Licensor”) agrees to license Software to Customer or Reseller (“Customer”) certain software that is owned or licensed by Licensor.

Customer has acquired a RG Nets, Inc. (“RG Nets”) Licensed Software. (“Software”) that includes user restrictions. Licensor agrees to license to Customer such software (“Software”), together with any associated media, printed materials, and “online” or electronic documentation supplied, only if Customer accepts all of the terms and conditions contained in this Agreement. Please read this Agreement carefully before installing or using the Software. By installing or using the Software, Customer agrees to be bound by the terms and conditions of this Agreement.

IF CUSTOMER DOES NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE SOFTWARE. INSTEAD, PROMPTLY CONTACT LICENSOR FOR INFORMATION ON RETURN OR OTHER DISPOSITION OF THE SOFTWARE AND ALL ACCOMPANYING MATERIALS FOR A REFUND. ANY INSTALLATION OR USE OF THE SOFTWARE WILL CONSTITUTE CUSTOMER’S AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Grant. Licensor grants to Customer a perpetual, non-exclusive right, during the term of this Agreement, to use the Software solely in conjunction with a specific computer (Computer) and Software is licensed to operate only on that specific Computer as identified by a unique MAC Address. Customer may use the Software as many times as necessary, so long as such use is always in conjunction with the assigned specific Computer.

Copyright. The Software and all related documentation are protected under U.S. and international laws and treaties concerning copyright and intellectual property. As between Licensor and Customer, all title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Software) and any copies of the Software are owned and retained by Licensor. Customer may copy and use the related documentation only as expressly permitted in this Agreement. Customer must reproduce and maintain all proprietary marks, legends, and copyright notice that appear in or on the related materials, or any portion thereof, on any copies of the related materials that Customer makes or uses.

Restrictions. Customer may not use, copy, modify, or translate the Software, or any modification thereof, in whole or in part, except as expressly provided for in this Agreement. Customer may not decompile, reverse engineer, disassemble or otherwise decode or alter the Software or allow others to attempt to do any of the same. Customer may not transfer Software, including any or all of Customer’s rights to use the Software under this Agreement, to any other Computer without prior written approval from or written agreement with Licensor. Customer may not license, sublicense, sell, rent, lend or lease the Software.

Customer may not transfer the ownership of the Computer containing the Software without prior written approval from or written agreement with Licensor.

Termination. This Agreement will terminate automatically if Customer fails to comply with any of its terms or conditions, including any attempt to modify the Computer or Software. Upon termination for any reason, Customer agrees to promptly return the Software and related materials, including all copies, to Licensor.

LIMITED WARRANTY. RG NETS WARRANTS THAT COMMENCING FROM THE DATE OF SHIPMENT OR OTHER MEANS OF DELIVERY TO CUSTOMER AND CONTINUING FOR A PERIOD OF THIRTY (30) DAYS, (A) THE SOFTWARE FURNISHED WILL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL COMMERCIAL USE; AND (B) THE SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS PUBLISHED SPECIFICATIONS. THE DATE OF SHIPMENT OR OTHER MEANS OF DELIVERY OF THE SOFTWARE BY RG NETS IS SPECIFIED TO BE THE DATE OF THE INVOICE TO THE CUSTOMER. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." THIS LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL CUSTOMER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF RG NETS AND ITS SUPPLIERS UNDER THIS LIMITED WARRANTY WILL BE, AT RG NETS'S OPTION, REPAIR, REPLACEMENT, OR REFUND OF THE COST OF THE SOFTWARE IF REPORTED (OR, UPON REQUEST, RETURNED) TO THE PARTY SUPPLYING SOFTWARE TO CUSTOMER, IF DIFFERENT THAN RG NETS. IN NO EVENT DOES RG NETS OR ITS SUPPLIERS WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTIONS. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, RG NETS AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

Service and Support. RG Nets shall provide support via written, oral or electronic communication with designated RG Nets customer support personnel for the SOFTWARE for a period of time equal to the warranty period described above.

Term of this License. The term of this license is perpetual from date of shipment or other means of delivery until the customer terminates the agreement as defined in "Termination" above unless the term is otherwise specified by licensor.

Restrictions. This warranty does not apply if the Software (a) has been altered, except by RG Nets, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by RG Nets, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident.

DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A

COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

DISCLAIMER OF LIABILITIES. IN NO EVENT WILL RG NETS OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE Software EVEN IF RG NETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RG NETS'S OR ITS SUPPLIER'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEEDS THE PRICE PAID BY CUSTOMER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to principles of conflict of laws, provided that for Customers located in a member state of the European Union, Norway or Switzerland, English law shall apply. The United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

Export Restrictions. Customer acknowledges that the Software is of U.S. origin. Customer agrees to comply with all applicable international and national laws that apply to the software and Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by the U.S. and other governments.

U.S. Government Restricted Rights. The Software and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in FAR, 48 CFR 52.227-14 and -19 or DFAR, 48 CFR 252.227-7013, -7014 and -7015, as applicable.