

End User License Agreement

CIS cryptoText is The Software developed and owned by SIPbiz LLC

Important: Do not use the software, documentation (as defined below), or any portion thereof, (collectively "The Software") until you have carefully read and agreed to the following terms and conditions. This is a legal agreement ("Agreement") between You (either an individual or an organization) (collectively "You" and "Your") and SIPbiz LLC.

If you do not agree to the terms of this Agreement, do not use this software, uninstall and delete it. By installing, and using the software you agree to all the terms and conditions of this Agreement.

1. Definitions

1. "Documentation" means the quick-start guide and online or electronic documentation associated, included, or provided in connection with the Software.
2. "Intellectual Property Rights" means all copyrights, trademarks, trade secrets, patents, and all related, similar, or other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto.
3. "The Software" means CIS cryptoText which is developed and owned by SIPbiz LLC.

2. License

Subject to the terms and conditions of this Agreement, SIPbiz LLC hereby grants You a non-exclusive, royalty-free (applicable only to Demo version of The Software, which is free), revocable, non-transferable, limited license to use the Software.

3. Restrictions

Except for the limited license expressly granted in Section 2 herein, You have no other rights in the Software, whether express, implied, arising by estoppel or

otherwise. Further restrictions regarding Your use of the Software are set forth below. You may not:

1. modify or create derivative works of the Software;
2. distribute, publish, display, sublicense, assign or otherwise transfer the Software;
3. decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form (except as allowed by applicable law);
4. alter or remove any copyright, trademark or patent notice(s) in the Software; or
5. use the Software to: (i) develop inventions directly derived from confidential information to seek patent protection; (ii) assist in the analysis of Your patents and patent applications; or (iii) modify existing patents.

4. Feedback

You have no obligation to give SIPbiz LLC any suggestions, comments or other feedback (“Feedback”) relating to the Software. However, SIPbiz LLC may use and include any Feedback that it receives from You to improve the Software or other SIPbiz LLC products, software and technologies.

Accordingly, for any Feedback You provide to SIPbiz LLC, You grant SIPbiz LLC and its affiliates and subsidiaries a worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to, directly or indirectly, use, reproduce, license, sublicense, distribute, make, have made, sell and otherwise commercialize the Feedback in the Software or other SIPbiz LLC products, software and technologies.

You further agree not to provide any Feedback that (a) You know is subject to any Intellectual Property Rights of any third party or (b) is subject to license terms which seek to require any products incorporating or derived from such Feedback, or other SIPbiz LLC intellectual property, to be licensed to or otherwise shared with any third party.

5. Ownership and copyright of software

The Software, including all Intellectual Property Rights therein, is and remains the sole and exclusive property of SIPbiz LLC or its licensors, and You shall have no right, title or interest therein except as expressly set forth in this Agreement.

You agree to prevent any unauthorized copying of the Software. All title in and to the Software, all copies thereof (in whole or in part, and in any form), and all rights and Intellectual Property Rights therein shall remain vested in SIPbiz LLC.

Except as expressly provided in Section 2 herein, SIPbiz LLC does not grant any express or implied right to You under SIPbiz LLC patents, copyrights, trademarks, or trade secret information.

6. Warranty disclaimer

The software is provided "as is" without warranty of any kind. SIPbiz LLC disclaims all warranties, express, implied, or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, that the software will run uninterrupted or error-free or warranties arising from custom of trade or course of usage. The entire risk associated with the use of the software is assumed by You. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to You.

7. Limitation of liability and indemnification

SIPbiz LLC and its licensors will not, under any circumstances be liable to You for any punitive, direct, incidental, indirect, special or consequential damages arising from use of the software or this Agreement even if SIPbiz LLC and its licensors have been advised of the possibility of such damages.

In no event shall SIPbiz LLC's total liability to You for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount of \$1.00, or One US dollar. You agree to defend, indemnify and hold harmless SIPbiz LLC and its licensors, and any of their directors, officers, employees, affiliates or agents from and against any and all loss, damage, liability and other expenses (including reasonable attorneys' fees), resulting from Your use of the Software or violation of the terms and conditions of this Agreement.

8. Export restrictions

You shall not export The Software because of its CALEA capability unless your request to export is approved by the US Government authority.

9. CALEA compliance

You shall comply with CALEA law.

CALEA is intended to preserve the ability of law enforcement agencies to conduct electronic surveillance while protecting the privacy of information outside the scope of the investigation. It requires that communication software companies like

SIPbiz LLC design their services to ensure that they have the necessary surveillance capabilities to comply with legal requests for communication data.

The Software complies with the CALEA law by designating one of your organization's user sign-in identification (the user email id) as the Registrar (see detail in the Documentation). By design, this user id can't participate in any group communications but it can be used to access the private and encrypted communication data of a member or members of the organization when request by law enforcement agencies.

10. US Government restricted rights

The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in FAR 52.227-14 and DFAR252.227-7013, et seq., or its successor. Use of the Software by the Government constitutes acknowledgement of SIPbiz LLC's proprietary rights in them.

11. Termination of license

This Agreement will terminate immediately without notice from SIPbiz LLC or judicial resolution if (1) You fail to comply with any provisions of this Agreement, or (2) You provide SIPbiz LLC with notice that You would like to terminate this Agreement. Upon termination of this Agreement, You must delete or destroy all copies of the Software. Upon termination or expiration of this Agreement, all provisions survive except for Section 2.

12. Governing law

This Agreement is made under and shall be construed according to the laws of the State of Virginia, excluding conflicts of law rules. Each party submits to the jurisdiction of the state and federal courts of Fairfax County and the Eastern District Court of Virginia for the purposes of this Agreement. You acknowledge that Your breach of this Agreement may cause irreparable damage and agree that SIPbiz LLC shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. General provisions

You may not assign this Agreement without the prior written consent of SIPbiz LLC and any assignment without such consent will be null and void. The parties do not

intend that any agency or partnership relationship be created between them by this Agreement.

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any provision of this Agreement becomes or is declared unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect.

14. Entire agreement

This Agreement sets forth the entire agreement and understanding between the parties with respect to the Software and supersedes and merges all prior oral and written agreements, discussions and understandings between them regarding the subject matter of this Agreement. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and signed by an authorized representative of each party.