

Software License Agreement

This is a legal agreement between you, the end user, and Extenua, Inc (owner of the "K2SXS" and "SilverSHield" brands and trademarks), an American software development company ("Extenua"). This software is protected by copyright laws and remains the sole property of Extenua. By installing SilverSHield (the "Software"), you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the uninstalled media and accompanying items to Extenua at the address indicated below.

Definitions.

The "Licensing Parameters" means the following elements with respect to a Version of the Software

1. The number of computers on which the software can be run;
2. The number of concurrent clients allowed;
3. The number of connections per client allowed; and
4. Type of permitted use.

"Version" means the Free, Pro, Pro XL, Enterprise, and Enterprise XL releases of the Software made available by Extenua. With respect to the Free Version, "Version" includes the most-current release thereof and any updates or upgrades thereto. With respect to all other Versions, Version includes the most-current release thereof and any updates or upgrades thereto only if you obtained such updates or upgrades during a period of time for which you have paid for maintenance as described below.

1. Grant of License.

Extenua hereby grants to you a non-transferable, perpetual, non-exclusive license to install and use the applicable Version of the Software in accordance with and subject to this Agreement, including the applicable Licensing Parameters as set forth below. After installation of the Software you have a license to the Free Version, subject to its Licensing Parameters. You may purchase a license key to another Version, and once you have entered such key into the Software your usage of the Software shall be governed by the Licensing Parameters applicable to the Version to which your key corresponds. The Licensing Parameters are listed below.

	Free Version	Pro Version	Pro XL Version	Enterprise Version	Enterprise XL Version
Number of computers the license covers	1	1	1	Unlimited for the same company/licensee and does not apply to affiliated or related entity	Unlimited for the same company/licensee and does not apply to affiliated or related entity
Number of concurrent clients	1	Unlimited	Unlimited	Unlimited	Unlimited
Number of concurrent connections per client	5	Unlimited	Unlimited	Unlimited	Unlimited
Permitted Use	(1) Personal and non-commercial for an individual person, or (2) Use by a legal entity in a non-production environment for proof of concept or testing purposes only	Personal or commercial	Personal or commercial	Personal or commercial	Personal or commercial

Maintenance Fees. Updates and upgrades are included for the first year of the term of the license for the Pro, Pro XL, Enterprise, and Enterprise XL Versions. After the first year, you are required to pay a maintenance fee comprising 20% of the price you originally paid for the applicable Version of the Software if you want to access the updates and upgrades for an additional year.

2. Copyright. The Software is owned by Extenua and protected by US copyright laws and international treaty provisions. Therefore, you must treat this Software like any other copyrighted material. You may not make this Software or copies thereof available in any manner or form or use, copy or transfer the Software, in whole or in part, except as provided herein.

3. Other Restrictions. You may not rent or lease this Software to any other party. You may not alter, merge, modify, adapt, reverse

engineer, decompile or disassemble the software, or disclose the contents of this Software to any other party.

4. Electronic Transmission of Software. If you received the Software by electronic transmission or by Internet delivery, by installation of the Software, you acknowledge that you have read and understand this license agreement and agree to be bound by its terms and conditions.

5. Term of Agreement. The term of this Agreement and the license granted to you pursuant hereto shall commence upon installation of this Software and shall be terminated only upon uninstallation of this Software. This Agreement and the license granted herein may otherwise be terminated by Extenua in the event that you are in breach of any provision of this Agreement. In the event of termination, you agree to immediately return this Software, accompanying items, and any copies thereof to Extenua.

6. LIMITED WARRANTY

(A) THE CD-ROM MEDIA (THE "MEDIA") WHICH CONTAINS THIS SOFTWARE IS WARRANTED, FOR A PERIOD OF 30 DAYS FROM THE DATE OF DELIVERY, TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. ELECTRONIC TRANSMISSION IS WARRANTED TO BE FREE FROM DEFECTS AT THE MOMENT OF TRANSMISSION. YOUR SOLE AND EXCLUSIVE REMEDY, AND EXTENUA'S SOLE LIABILITY, IS TO REPLACE THE DEFECTIVE MEDIA OR TO REPEAT THE ELECTRONIC TRANSMISSION PROVIDED THAT YOU NOTIFY Extenua IN WRITING OF SUCH DEFECT OR DEFECTIVE TRANSMISSION AND RETURN THE DEFECTIVE MEDIA, IF ANY, DURING THE 30-DAY WARRANTY PERIOD, TO THE FOLLOWING ADDRESS:

Extenua, Inc. 1783 Hester Ave., San Jose, CA, 95128 (USA)

(B) EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN PARAGRAPH (A), THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Extenua, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. Extenua DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE, AND THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. IF THE SOFTWARE OR WRITTEN MATERIALS ARE DEFECTIVE, YOU AND NOT Extenua OR ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OTHER THAN EXPRESSLY DESCRIBED ABOVE.

(C) NEITHER Extenua NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT OR RELATED TO THIS AGREEMENT EVEN IF Extenua HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Extenua SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE AND/OR THE RELATED DOCUMENTATION, EVEN IF Extenua HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXTENUA'S LIABILITY HERE UNDER, IF ANY, EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE.

7. Governing Law. This agreement and the Limited Warranty described herein shall be governed and construed in accordance with the laws of the United States of America. You may have other rights which vary from state to state. ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS LICENSE AGREEMENT ARE RESERVED BY EXTENUA, INC.

ACKNOWLEDGMENT

BY INSTALLATION OF THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AND THAT YOU 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 ALL PROPOSED OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE LICENSE DESCRIBED HEREIN.