

Laplink Software, Inc. ("Laplink") End User License Agreement

IF YOU INSTALL THE SOFTWARE PROGRAM, YOU ARE BY THAT ACT AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

OWNERSHIP OF SOFTWARE.

You acknowledge and agree that all of the computer programs and associated documentation contained in this software executable or physical package (collectively, the "Software") are owned exclusively by Laplink and/or its licensors. The Software is protected under copyright and other intellectual property laws of the United States and international copyright treaties.

LICENSE.

Laplink grants to you, and you accept, a limited, non-exclusive and revocable license to use the Software, in machine-readable, object code form only. You agree to use the Software only as authorized in this License Agreement. This License Agreement does not convey to you any ownership rights or any other interest in the Software.

SCOPE OF LICENSE.

This is a single-user license, that depending on the subscription plan that you purchased or were granted separately, entitles you only to either a single or a multiple computer license. The single computer license entitles you to install the software on one computer at a time. A multiple computer license authorizes you to install the Software on up to a total number of computers for which you purchased or were otherwise provided a subscription and where Laplink Everywhere will be used exclusively by you (e.g., three licenses for use by you on an office computer, a laptop computer, and a home computer). A valid license must be obtained for each person who will use the Software. Every user that will use Laplink Everywhere to connect to another computer must have a valid license of Laplink Everywhere in good standing. Please contact Laplink to obtain additional licenses. You may not copy or make any changes or modifications to the Software, and you may not translate, decompile, disassemble, or otherwise reverse engineer the computer program(s). You may not loan, rent, lease or sublicense the Software or any copy to others for any purpose. You agree to use all reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution or publication. You are not permitted to make any uses or copies of the Software that are not specifically authorized by the terms of this License Agreement, and Laplink reserves all rights that are not expressly granted to you.

TERM.

This license will become effective on the date you acquire the Software and will remain in force until terminated. You may terminate this license at any time by completely removing the Software from your computer. This license will automatically terminate if you breach any of the terms or conditions set out in this License Agreement. You agree to remove the Software from your computer upon termination of this license for any reason. Laplink Everywhere functionality is provided on an "as available" basis. Laplink does not warrant that the functionality will be uninterrupted. Additional charges may apply if file transfers continually exceed 100 MB or more within 30 days at Laplink's discretion. If you have purchased a subscription to Laplink Everywhere, this will remain in effect based on the terms of the chosen subscription which may include automatic renewal unless terminated in advance with such fees being non-refundable.

TRANSFER.

You may not transfer your license of the Software to another party.

LAPLINK SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LAPLINK DOES NOT WARRANT THE PROGRAM MEDIA, DOCUMENTATION

OR COMPUTER PROGRAM(S), NOR DOES LAPLINK PROVIDE ANY WARRANTY AS TO THE OPERATION OF THE SOFTWARE OR ITS FITNESS FOR ANY PARTICULAR APPLICATION, USE, OR PURPOSE. LIMITATION OF LIABILITIES AND REMEDIES: IN NO EVENT SHALL LAPLINK OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE ARISING OUT OF THIS AGREEMENT, THE LICENSING OF SOFTWARE BY LAPLINK OR THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES BY LAPLINK, EVEN IF LICENSEE HAS ADVISED LAPLINK OF THE POSSIBILITY OF SUCH DAMAGES, AND INCLUDING UNDER ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, DESIGN DEFECT, OR OTHER THEORY. IN NO EVENT SHALL THE LIABILITY OF LAPLINK OR ITS LICENSORS EXCEED THE PURCHASE PRICE PAID FOR THE SOFTWARE, LESS ALL APPLICABLE TAXES AND DUTIES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE AFOREMENTIONED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. U.S.

GOVERNMENT RESTRICTED RIGHTS. The Software is provided with Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer is Laplink Software, Inc., 10210 NE Points Drive, Suite 400, Kirkland, Washington, U.S.A.

TRADEMARKS.

Laplink, the Laplink logo, Connect Your World, Laplink Everywhere, Laplink Secure VNC, and SpeedSync are either registered trademarks or trademarks of Laplink Software, Inc. in the United States and/or other countries. winShadow and the associated logo(s) are registered trademarks of OmniCom Technologies, Inc. Google and the associated logo(s) are registered trademarks of Google Inc. Other brands and products are trademarks of their respective holder(s). SpeedSync is covered by U.S. Patent No. 5,446,888 and other filings. No right or license to any trademarks owned by Laplink or others appearing in the Software or packaging is granted to you by this License Agreement.

MISCELLANEOUS.

Unless otherwise restricted by law, you agree that this License Agreement shall be construed, interpreted and governed by the laws of the State of Washington of the United States of America, without regard to the laws governing conflicts of law. If any action is brought by either party against the other regarding any subject matter of this License Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation. You further agree that any claim relating to this License Agreement shall be brought in the courts of competent jurisdiction in the State of Washington. If any term of this License Agreement is declared void or unenforceable by any court of competent jurisdiction, enforcement of the remaining terms shall not be affected. No waiver of any right under this License Agreement shall be effective unless in writing and signed by both parties. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this License Agreement. This License Agreement sets forth the entire agreement between

Laplink and you with respect to all matters covered herein.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS LICENSE AGREEMENT, PLEASE CONTACT LAPLINK SOFTWARE AT 10210 NE POINTS DRIVE, SUITE 400, KIRKLAND, WASHINGTON, U.S.A. (425-952-6000).