

**ITHICOS SOLUTIONS LLC Software:
DIRECTORY UPDATE™, DIRECTORY MANAGER™, DIRECTORY SEARCH™, or DIRECTORY
PASSWOD™**

END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY THE FOLLOWING END USER LICENSE AGREEMENT (EULA). BY CLICKING ON THE *"I AGREE"* BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE *"I DO NOT AGREE"* BUTTON, AND, IF APPLICABLE, RETURN THIS PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

LICENSE GRANT

The package contains software ("Software") and related explanatory written materials ("Documentation"). "Software" includes any upgrades, modified versions, updates, additions and copies of the Software. "You", "Licensee" and "Customer" means the person or company who is being licensed to use the Software or Documentation. "Developer", "We" and "us" means Ithicos Solutions LLC, a Hawaii limited liability corporation.

We hereby grant you a nonexclusive license to use the Software on any one Active Directory domain, provided the Software is in use against a single Active Directory domain at any time. The Software is "in use" when it is installed and configured to allow users to update a single Active Directory domain. Multiple instances of a single license of the software may be installed provided they are all configured to use the same Active Directory domain.

FEE

In consideration for the grant of the Software license and the use of the Software, Customer agrees to pay Developer the sum of a license fee.

EVALUATION

If this software is installed in "Evaluation" mode, Software is provided by the Developer to the Customer for a period of 10 days from the date of installation for the purposes of testing, training, and evaluation. At the end 10 days, Customer agrees to either purchase Software license or remove the Software from any server on which the Software is installed.

TITLE

We remain the owner (Ithicos Solutions) of all right, title and interest in the Software and Documentation.

SOFTWARE MAINTENANCE

For one year from date of purchase, Developer shall provide to Customer any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

INTENDED PLATFORM

The Software, as purchased by the Customer, is intended for use on the Windows Server platform in use at the time the software is purchased and for use with the supported Web browser interfaces available at the time of purchase. The Customer accepts that newer Windows Server operating systems and Web browsers may break the functionality of the Software and require updates. The Customer is responsible for securing updates through new purchases or by sustaining Software maintenance.

ARCHIVAL OR BACKUP COPIES

The amendment of the United States Code, Chapter 17, codified as 17 USC 117, permits the owner of a copy of a computer program to make copies necessary for the use or backup of a computer program. You may either:

- make one copy of the Software solely for backup or archival purposes, or
- transfer the Software to backup media provided you keep the original solely for backup or archival purposes.

THINGS YOU MAY NOT DO

The Software and Documentation are protected by United States copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material--for example a book. You may not:

- copy the Documentation for uses other than supporting a licensed version,
- copy the Software except to make archival or backup copies as provided above,
- modify or adapt the Software or merge it into another program,
- reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software other than customization outlined in the Documentation,
- place the Software onto a server so that it is accessible via a public network such as the Internet, or
- provide Software licenses to others for use outside of licensed Customer organization,
- sublicense, rent, lease or lend any portion of the Software or Documentation.

CUSTOMER RESPONSIBILITY

We have made all efforts to ensure that the Software will operate on any computer that meets the requirements stated in the Documentation and that it will not interfere with operation of the customer's Active Directory or Windows system.

RESPONSIBILITY FOR SYSTEM BACKUPS, ARCHIVALS, AND PRECAUTIONS AGAINST SYSTEM FAILURE ARE EXCLUSIVELY YOUR RESPONSIBILITY. RESPONSIBILITY FOR ASSIGNING STRONG PASSWORDS, DEVELOPING POLICIES AND PROCEDURES, AND IMPLEMENTING SUFFICIENT SECURITY MEASURES ARE EXCLUSIVELY THE RESPONSIBILITY OF THE CUSTOMER.

TRANSFERS

You may transfer all your rights to use the Software and Documentation to another person or legal entity provided you transfer this Agreement, the Software and Documentation, including all copies, update and prior versions to such person or entity and that you retain no copies, including copies stored on computer.

LIMITED WARRANTY

We warrant that for a period of 90 days after delivery of this copy of the Software to you:

- if applicable, the physical media on which this copy of the Software is distributed will be free from defects in materials and workmanship under normal use, and
- the Software will perform in substantial accordance with the Documentation.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

LIMITED REMEDY

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

Our entire liability and your exclusive remedy shall be:

- the replacement of any diskette(s) or other media not meeting our Limited Warranty which is returned to us or to an authorized Dealer or Distributor with a copy of your receipt, or
- If we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

TERM AND TERMINATION

This license agreement takes effect upon your use of the software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to either return to us or destroy all copies of the Software and Documentation in your possession.

CONFIDENTIALITY

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

GENERAL PROVISIONS

1. This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any and all prior oral or written agreements, negotiations or other dealings between us concerning the Software.
2. This license agreement may be modified only by a writing signed by you and us.

3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.
4. This license agreement is governed by the laws of the state of Hawaii.
5. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the state of Hawaii in the United States of America.

NO ASSIGNMENT

Neither this Agreement nor any interest in this Agreement may be assigned by Customer without the prior express written approval of Developer.

FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.