

END USER AGREEMENT SOFTWARE LICENSE AGREEMENT

READ CAREFULLY. THIS PRODUCT CONTAINS CERTAIN COMPUTER PROGRAMS AND OTHER PROPRIETARY MATERIAL. THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). USING THE COMPUTER PROGRAM CONSTITUTES YOUR AND YOUR COMPANY'S ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THIS PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF IDIRECT, INC. SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, IDIRECT, INC.'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

GRANT. Subject to the terms of this Agreement, iDirect, Inc. ("iDirect") hereby grants to you ("Licensee") a limited, personal, nontransferable, nonsublicensable, nonexclusive license to use iDirect's software ("Software"), in object code form solely as such Software is embedded in equipment provided herewith.

LICENSE RESTRICTIONS. Licensee may not, directly or indirectly: (a) modify, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or the underlying ideas or algorithms of the Software, except to the extent applicable statutory law expressly prohibits such restrictions; (b) create derivative works based on the Software; (c) use the Software for performing comparisons or other "benchmarking" activities; (d) copy, rent, lease, distribute, or otherwise transfer rights to the Software; or (e) remove any proprietary notices or labels on the Software.

SUPPORT. Licensee may purchase support services from iDirect-authorized operators and/or resellers.

TITLE. As between the parties, iDirect and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Software. Licensee understands that iDirect may modify or discontinue offering the Software at any time. The Software is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Software or any portion or copy of it.

LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL IDIRECT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. IDIRECT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID TO IDIRECT BY LICENSEE HEREUNDER FOR THE SOFTWARE.

WARRANTY DISCLAIMER. IDIRECT PROVIDES THE SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. FURTHER, IDIRECT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE SOFTWARE OR WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SHOULD THE SOFTWARE PROVE DEFECTIVE FOLLOWING LICENSE, LICENSEE (AND NOT IDIRECT) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR, EXCEPT AS MAY OTHERWISE BE PROVIDED BY AN IDIRECT RESELLER OR SUPPORT PROVIDER.

TERM AND TERMINATION. This Agreement shall continue until terminated as set forth herein. Licensee may terminate this Agreement at any time. iDirect may terminate this Agreement immediately if Licensee violates any provision of this Agreement. Any termination of this Agreement shall terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, Licensee shall destroy and remove from all equipment, computers, hard drives, networks, and other storage media all

copies of the Software, and shall so certify to iDirect that such actions have occurred. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement shall survive termination.

CONFIDENTIALITY. Except as expressly allowed by this Agreement, Licensee will not use or disclose any Software or related technology, idea, algorithm or information except to the extent Licensee can document that it is generally available for use and disclosure by the public without any charge or license.

GOVERNMENT USE. If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Software and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

EXPORT CONTROLS. Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export of the Software in violation of any such laws, restrictions or regulations.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of iDirect to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit iDirect's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without iDirect's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods or Virginia's or any other implementation of the Uniform Computer Information Transactions Act. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts in Virginia; Licensee hereby agrees to service of process in accordance with the rules of such courts.