

**END USER LICENSE AGREEMENT FOR TRESYS XD BRIDGE  
SOFTWARE**

---

**This End User License Agreement for Tresys XD Bridge (the “License”) is a legal agreement between you and Tresys Technology, LLC, (“Tresys”) for use of the Tresys software that accompanies or is subject to this License, including a suite of software applications that consists of software in object or source code form, components, related media, online and electronic documentation, usage keys, and any other intellectual property referenced in this License or provided to you by Tresys (collectively, the “Software”). **INSTALLATION OR USE OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS OF THIS LICENSE.** If you are accepting these terms on behalf of another person or a company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these terms. If you do not agree to the terms of this License, do not download, install, copy, access, or use the Software.**

---

This License governs any and all installation, copying, distribution or use of the Software. The Software is licensed for use solely on Licensed Systems. A

“Licensed System” means a system on which you are licensed to install or execute all or a portion of the Software, which may be, without limitation, a server, work station, embedded system, or other Linux system. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. **GRANT OF LICENSE.** When you lawfully acquire the Software, and pay the License fee, Tresys grants to you the following non-exclusive rights:

a) **Installation and Use.**

i. **Demo Version.** The terms in this paragraph 1.a)i. apply to Software lawfully obtained without payment of the applicable License fee, when the Software is provided pursuant to a Demo License. The Demo License permits use of the Software on that number of Licensed Systems and for that period of time (the demonstration period) indicated at the time the Software was obtained, whether by download or otherwise. Except as modified by the limitation on duration and number of Licensed Systems, all the terms of this License Agreement govern use of the Software during the demonstration period. This License will automatically terminate upon expiration of the demonstration period if you do not pay the License fee before the expiration date. Use of the Software after expiration of the demonstration period, without payment of the License fee, is strictly

prohibited and not authorized. Upon payment of the License fee, the terms of subsection 1.a)ii. below apply.

ii. **Paid-Up License.** The terms in this subsection 1.a)ii. apply to Software lawfully obtained by you, after payment of the License fee for the rights to use the Software granted herein. You may install and use the Software on that number of Licensed Systems for which you have licensed the Software and paid License fees. For example, if you have licensed the Software for four (4) Licensed Systems, then the Software may be installed and used on up to four (4) Licensed Systems only.

b) **Responsibility for Compliance.** You shall be responsible for full compliance with this License by any person you allow to use or access the Software, whether an employee or an independent contractor. You agree to be responsible for the acts and omissions of any party to whom you permit use and/or access to the Software. Any act or omission by such parties that, if undertaken by you would constitute a breach of this License shall be deemed a breach of this License by you. You will advise any such user of the terms of Section 6, Export Controls.

c) **Other Restrictions on Use.** Your rights to use and copy the Software are solely as set forth in this License. Your rights under this License do not include the right to grant sublicenses, transfer (except as permitted below),

rent, or lease the Software or any part thereof. Any attempt to grant sublicenses or transfer any rights shall be considered a breach of this License and unauthorized. You may not modify, create derivative works from, reverse engineer, decompile, otherwise translate or disassemble (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Software), the Software except to the extent the foregoing restriction is expressly prohibited by applicable law. Use of the Software is restricted solely to use on the Licensed Systems for which you have paid License fees. You may not publish the results of any benchmark tests run on the Software. Any use of the Software, except as expressly permitted in this License is unauthorized, may subject you to civil damages and attorneys' fees, and may be criminal.

d) **Backup.** After authorized installation of the Software, you may keep the original media on which the Software was provided (or create another copy if the Software was downloaded) solely for archival purposes or for reinstallation of the Software in accordance with the terms of this License. The terms of this License apply to any copy you make.

e) **Third-Party Software.** Anything to the contrary contained in this License notwithstanding, you shall comply with all licenses, agreements and copyright laws relating to any Third-Party software that is included with the Software. Third-Party software means software created by parties other than

Tresys and licensed to Tresys for inclusion in the Software for your use. Licenses for Third-Party software are included in the Software, as may be updated from time to time, are available for reading at [www.tresys.com/tresys\\_eulas.php](http://www.tresys.com/tresys_eulas.php). If the Software includes Third-Party source code, use and possession thereof shall be governed by the terms of this License. Tresys has no obligation to provide maintenance to any Third-Party software made available by Tresys with the Software.

f) **Permitted Transfer of License.** You may transfer your license rights and obligations under this EULA relating the Software to another party but that party must agree to the terms of this License, and comply with all applicable laws, regulations and rules imposed by any government or agency regarding use of the Software. If you transfer the Software, you must also transfer a copy of this License along with documentation of the number of Licensed Systems on which the Software is licensed to be used. After the transfer, you may not use the Software. For such a transfer to be valid, the transferee must agree in advance of the transfer, in writing, to the terms of this License.

2. **PRODUCT MAINTENANCE.** In consideration of the annual maintenance fees to be paid hereunder and for so long as (i) you are current in your payment of such fees and (ii) not in material breach of this Agreement, Tresys shall provide to you Product Maintenance Updates and Software Error Repair (“Product

Maintenance”). The fees charged for Product Maintenance may be changed for subsequent annual periods and Product Maintenance may be modified or discontinued by Tresys on reasonable notice, not to exceed sixty (60) days. If discontinued, you shall receive a refund of maintenance fees equal to the unused portion that you have paid. Prior to expiration of any Product Maintenance period, you will be notified as to Product Maintenance then-current pricing. Product Maintenance for the Software will expire at the end of a term if not timely renewed and paid for.

a. **Product Maintenance Updates.** If you are eligible to receive Product Maintenance Tresys may, at such intervals as Tresys deems appropriate, distribute Updates of the Software to you. For purposes of this License, an “Update” will consist of such corrections, modifications and minor improvements of the Software, in machine readable binary image format, as Tresys believes appropriate and which Tresys distributes generally to its other licensees of the Software under the maintenance program. Should Tresys receive any updates from vendors or distributors of Third-Party software imbedded within the Software, Tresys shall provide those Third-Party updates to you. Any Update distributed to you, shall be a part of the Software and shall be subject to all of the terms and conditions of this License.

b. **Software Error Repair.** Tresys will use commercially reasonable efforts to correct any error in the Software, but not in Third-Party software, identified by you to Tresys, in writing, determined by Tresys to be an error. An error will be deemed to exist if, and only if, the Software substantially deviates from the published description thereof. You, however, acknowledge that the Software is of such complexity that it may be impossible or impracticable to effectuate the correction of an error. If an error is, in the opinion of Tresys, not reasonably capable of correction, Tresys will use commercially reasonable efforts to advise you on methods of avoiding or overcoming the error. Tresys does not guarantee the results of any services provided under this subsection or that all or any errors will be corrected, overcome or avoided.

c. **Product Maintenance Exclusions.** Tresys' obligation, if any, to provide Product Maintenance hereunder is conditioned upon the proper use of the Software and does not cover Software that has been (i) modified, (ii) used contrary to Tresys' instructions or (iii) serviced by anyone other than Tresys. Tresys' obligations, if any, to provide Product Maintenance shall not be applicable to any Third-Party software or hardware, except as otherwise provided herein.

3. **SUBSEQUENT RELEASES.** If you lawfully acquire an updated version of any prior version of the Software, you may continue to use the prior Software version, instead of the updated version, as long as only one version of the

Software is used on any Licensed System at any given time. If you elect to use the updated Software, then that Software replaces and/or supplements the prior Software, and is subject to all terms of this License.

4. **OWNERSHIP.** The Software is licensed, not sold. The ownership of, and all right, title and interest in and to the Software, and any copies you are permitted to make as specified herein, as well as associated intellectual property rights, belong solely to Tresys and its Third-Party licensors, if any. This License does not convey an interest in or to the Software, but only a limited, revocable, right to use the Software in accordance with this License.

5. **DUAL-MEDIA SOFTWARE.** Although you may receive the Software in more than one medium (e.g., as a download and on disk), you may use the Software only on the number of Licensed Systems for which it has been licensed.

6. **EXPORT CONTROLS.** U.S. export control laws and other applicable export and import laws govern your use of the Software. Neither the Software nor any portion thereof may be exported or imported, directly, or indirectly, in violation of these laws, nor may the Software be used for any purpose prohibited by these laws. You shall be fully and solely responsible for compliance with all such requirements imposed by any government or agency. Tresys will not be responsible for your compliance with applicable export obligations or



requirements. Without limiting the generality of the foregoing, you agree that all of the following are, and will remain, true during the term of this License: (a) You are not a citizen, national, or resident of, and are not under control of, the government of any country to which the United States has prohibited export; (b) you will not download or otherwise export or re-export the Software, directly or indirectly, to any such prohibited country nor to citizens, nationals, or residents of any such country; (c) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) you will not download or otherwise export or re-export the Software, directly or indirectly, to persons on the above mentioned lists; and (e) you will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical, or biological weapons of mass destruction.

7. **LICENSE FEE**. The License fee paid for use of the Software is a one-time charge, calculated based on the number of Licensed Systems on which the Software will be used. If you wish to increase the number of Licensed Systems, notify Tresys or the party from whom you acquired your initial License and pay any additional charges quoted. If you are paying Tresys by credit card,

you authorize Tresys to bill your credit card for the amount stated for any additional Licenses or uses ordered. If any authority imposes a duty, tax, levy or fee, excluding those based on Tresys' net income, upon the Software in your possession or any License thereto, then you will pay the amount specified or timely supply documentation establishing you are exempt from the tax, duty, levy or fee. You are responsible for any personal property taxes imposed on the Software from the date you acquire a copy of it. If you are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Tresys, then the sum payable to Tresys will be increased by the amount necessary so that Tresys receives an amount equal to the sum it would have received had you made no withholdings or deductions.

8. **TERMINATION**. Tresys may immediately terminate this License if you breach any provision of this License; provided, however, that if breach is due to failure to pay any sum due hereunder or under any separate maintenance agreement, Tresys shall provide written notice of the breach to you, which may be electronic by email, and you shall have three (3) days to cure the breach. Upon termination, you shall immediately cease use of the Software and shall immediately return or destroy all copies of the Software and, if requested by Tresys, shall certify in writing that all such copies have been returned or destroyed. Use following termination is unauthorized.

9. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**

a) **Media.** Tresys warrants that any media on which the Software is delivered will be free of defects in material and workmanship for a period of ninety (90) days from the date of receipt. Tresys' entire liability and your exclusive remedy for violation of the aforesaid warranty shall be for Tresys to replace the media that do not meet the preceding warranty and that is returned, in full, to the original place of purchase with a copy of your receipt. Any replacement media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, this remedy is not available without proof of purchase from an authorized source. You must notify Tresys of any breach of warranty within the warranty period to be entitled to a remedy.

b) **SOFTWARE. EXCEPT AS EXPRESSLY PROVIDED ABOVE IN THIS SECTION 9, THE SOFTWARE IS PROVIDED "AS IS AND WITH ALL FAULTS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES, DATA ACCURACY, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY IN THIS SECTION 9**

**IS THE SOLE AND EXCLUSIVE WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SOFTWARE LICENSED HEREBY AND YOUR USE OF THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRESYS, ITS AFFILIATES, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY MODIFY OR INCREASE THE SCOPE OF THIS WARRANTY PROVIDED HEREIN. TRESYS DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.**

c) **No Other Warranties.** Tresys shall not be liable for any claimed non-conformance of the Software under Article 35(2) of the United Nations Convention on Contracts for the International Sale of Goods, even if that Convention were to be determined applicable to this License and the underlying transactions.

10. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY TO THIS LICENSE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS**

**PROFITS, BUSINESS INTERRUPTION, ANTICIPATED SAVINGS, LOSS OF BUSINESS INFORMATION OR OTHER DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE FAILURE TO PROVIDE MAINTENANCE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD ANY COURT DETERMINE THAT THE EXCLUSIONS OF LIABILITY SET FORTH IN SECTIONS 9 AND/OR 10 ARE NOT ENFORCEABLE OR APPLICABLE, THEN TRESYS' ENTIRE LIABILITY RESULTING FROM, OR ASSOCIATED WITH, USE OF THE SOFTWARE(OR INABILITY TO USE THE SOFTWARE) SHALL BE LIMITED TO DIRECT DAMAGES AND REGARDLESS, UNDER NO CIRCUMSTANCES SHALL EXCEED THE TOTAL AMOUNT ACTUALLY PAID IN THE YEAR OF THE CLAIM BY YOU TO TRESYS TO LICENSE THE SOFTWARE THAT GAVE RISE TO THE CLAIM FOR DAMAGES, OR US\$1,000, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY APPLIES EQUALLY TO TRESYS'**

**SOFTWARE DEVELOPERS, SUPPLIERS AND THIRD-PARTY LICENSORS, AND IS THE MAXIMUM FOR WHICH THEY AND TRESYS ARE COLLECTIVELY LIABLE.** This License will not create any right or cause of action for any third party, nor will Tresys be responsible for any third party claims against you.

11. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If this commercial Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in this commercial Software and accompanying commercial documentation will be only as set forth in this License, in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions), and any amendment made hereto intended for the U.S. General Services Administration, attached hereto.

12. **GOVERNMENT PURPOSE RIGHTS.** The Software may be bundled with software, source code, technical data or other intellectual property in which the Government holds government purpose rights as defined at 48 C.F.R. 252.227-7014. If this Software is bundled with software, source code, technical data or other intellectual property in which the Government holds government purpose rights, your rights will only be as set forth in this License.

13. **GOVERNING LAW.** The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States of America and of the State of Maryland without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. You hereby consent to the exclusive jurisdiction of both the state or federal courts of Maryland, USA to the exclusion of all other courts or tribunals should any dispute arise between us regarding the Software or the License. Certain countries may impose laws that conflict with this Section 13 and make these terms unenforceable. In such cases, to the extent a portion of such law contradicts an unenforceable provision of this License, that provision of this License shall be considered removed, and replaced with the law of the country in which the Software is used, and resides, that is in conflict.

14. **THIRD PARTY BENEFICIARIES.** Each of Tresys' Third-Party licensors of any software included in the Software shall be an intended third party beneficiary of this License and shall have full rights to enforce the terms and conditions of this License.

15. **GENERAL.** This License will inure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns. This License supersedes any prior agreements between the parties regarding the Software. If any provision of this License is deemed invalid by a court of

competent jurisdiction, such provisions shall be enforced to the maximum extent permitted and the remainder will remain in full force. Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control, except that this clause shall not excuse your failure to pay any amounts owed when due. This License constitutes the exclusive terms and conditions with respect to the Software and your use thereof, notwithstanding any different, contradictory or additional terms that may be contained in the form of purchase order or other document used by you to place orders or otherwise effect transactions hereunder. This License is the final, complete and exclusive statement of the agreement between the parties with respect to the Software and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter hereof are merged herein. This License may not be amended, supplemented or modified by you except by a written instrument signed by Tresys, which instrument makes specific reference to this License. Tresys may amend this License from time to time and your acquisition and use of any updated Software that includes the revised License will constitute your acceptance of such amended License provided, however, the foregoing does not affect your rights to use any version of the Software for which you previously accepted the associated License. All notices under this License must be in English.



16. **SEVERABILITY**. A term or part of a term of this license that is illegal or unenforceable shall be severed from this License and the remaining terms or parts of terms of this License continue in force.