

MSI Generator End User License Agreement

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Infopulse Ukraine LLC for the MSI Generator software that accompanies this EULA, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Software").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.

SOFTWARE AND DOCUMENTATION. "Software" stands for the computer programs accompanying or provided under this EULA, together with the associated media and corresponding Documentation. "Documentation" stands for the end - user manual and other documentation (including print and online), if any, provided to you with the Software.

LICENSE GRANT. The Software is licensed and not sold. Provided you have paid all applicable fees, registered the Software with Infopulse, and otherwise complied with all terms and conditions of this EULA, Infopulse grants you a non-exclusive, non-transferrable, limited license to use the Software in object code form only in accordance with the applicable License Type licensed to you. A "Fulfillment Confirmation" in the form of a product or package label or a confirmation e-mail will be sent to you and will identify the software licensed to you under this EULA and the License Type. This license is perpetual unless expressly stated otherwise in this EULA or in the Fulfillment Confirmation. Unless otherwise prohibited by the terms of this EULA, you may use the Software to create installation packages for software you originally developed as well as the third party licensed software. You may also redistribute royalty-free any installation packages that you create for products using the Software. You may permit third party consultants and contractors (such as third party suppliers of information services to use the Software, provided that (i) all such use is in accordance with the terms and conditions of this EULA, and (2) you assume full responsibility and liability for any use of the Software by such third parties in violation of this EULA. Any other use is expressly prohibited. All rights not clearly and expressly granted hereunder are reserved for Infopulse.

COPIES. You may make copies of the Software provided that any such copy: (i) is created as an essential step in the utilization of the Software as licensed under this EULA, or (ii) is only used for archival purposes to back-up the Software. All trademark, copyright and proprietary rights notices must be faithfully reproduced and included by you on such copies. Except as expressly permitted in Section 2 of this EULA, you may not make any other copies of the Software.

OTHER RESTRICTIONS. Infopulse reserves all rights not expressly granted to you herein. Without limiting the generality of the foregoing, you shall not, without the prior written approval of Infopulse: (i) disassemble, de-compile, reverse engineer, or otherwise attempt to reconstruct or discover the source of this Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, or (ii) modify or create derivative works based upon the Software, or (iii) commercially distribute, sublicense, resell or otherwise transfer this Software, or (iv) rent, lease, lend, or use the Software for commercial timesharing or bureau use, or (v) allow a third party to copy, access or use the Software (except as expressly permitted in Section 2 of this EULA); or (vi) disclose the results of any benchmark test of the Software to a third party. You must agree to keep records of your use of the Software and to permit Infopulse to audit such records during normal business hours upon reasonable notice.

OWNERSHIP. All title and intellectual property in and to the Software (including all copies of the Software made by you) are owned by Infopulse and its licensor(s), if any. The Software is protected by copyright law and international treaty provisions.

LIMITED WARRANTY. If (a) the Software does not substantially conform to its specifications in the Documentation, the physical media accompanying the Software is defective, or if you are dissatisfied with the Software for any reason, and (b) if the Software (including all accompanying media, Documentation, packaging and materials) is returned by you to Infopulse within thirty (30) days of first receipt, then your license fee for the Software will be refunded to you. Upon return, this EULA shall terminate and you must immediately cease all use of the Software and remove and erase all copies of any Software from all the computers and storage media and devices within your possession or control. At Infopulse's request, you will certify in writing to Infopulse that you have complied with this Section. In the event that the Software is licensed to you for evaluation or demonstration purposes, there shall be no refund because such

licenses are free. In the event you purchase a license to the Software during or after an evaluation license for such Software, then Infopulse shall have no obligation to refund any license fees paid by you for the license to the Software (i.e., the 30 day evaluation period is your thirty day limited warranty period). THIS LIMITED WARRANTY SHALL NOT APPLY TO SOFTWARE UPDATES AND UPGRADES; ALL UPDATES AND UPGRADES ARE LICENSED "AS IS," WITHOUT WARRANTY OF ANY KIND.

NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY WARRANTED ABOVE, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY MADE OUTSIDE OF THIS EULA IS EXCLUDED AND SUPERSEDED. INFOPULSE DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY YOUR REQUIREMENTS OR THAT IT IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. Some jurisdictions do not allow certain disclaimers and limitation of warranties, so some of these may not apply to you.

LIMITATION OF LIABILITY. THE AGGREGATE LIABILITY OF INFOPULSE ARISING FROM OR RELATING TO THIS EULA OR USE OF THE SOFTWARE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT AND/OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF ALL LICENSE FEES PAID BY YOU FOR THE SOFTWARE LICENSE(S) GRANTED HEREUNDER. INFOPULSE SHALL NOT IN ANY CASE BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS, OR DATA, REGARDLESS OF THE FORM OF ACTION AND EVEN IF INFOPULSE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. Some jurisdictions do not allow certain exclusions or limitations of liability, so some of these may not apply to you.

NOTICE. THE SOFTWARE IS NOT INTENDED OR LICENSED FOR USE IN ANY HAZARDOUS OR HIGH RISK ACTIVITY.

NO SUPPORT. Except as expressly required by applicable law and/or Infopulse's current support and maintenance policies, nothing in this EULA entitles you to any support, maintenance or new versions of the Software. You may contact Infopulse to determine the availability of support, maintenance and new versions of the Software, and the fees, terms and conditions that would apply.

TAXES. In the event that any withholding, sales or use taxes or other taxes or government fees, assessments or charges are payable because of this EULA, or any license of the Software, or because of any payment by you, then you shall pay such taxes, fees, assessments and charges in addition to all other payments.

SEVERABILITY. If any provision in this EULA is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this EULA shall remain in effect.

TERM AND TERMINATION. This EULA is effective until terminated. You may terminate this EULA by uninstalling and returning the Software to Infopulse along with all Documentation and original media. The licenses granted herein shall automatically terminate without notice if you fail to comply with any material provision of this EULA. In such event, you must immediately uninstall and return the Software, including all Documentation and original media, to Infopulse. This shall not limit or affect any remedy available to Infopulse for your breach of this EULA.

ASSIGNMENT. You may not assign, sublicense or transfer this EULA, the Software, or any rights or obligations hereunder without prior written consent of Infopulse. Any such attempted assignment, sublicense, or transfer will be null and void. Infopulse may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer.

ENTIRE AGREEMENT. This EULA sets forth the entire understanding and agreement between the parties relating to its subject matter and may be amended only in writing signed by both parties. ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY YOU IN CONNECTION WITH THE SOFTWARE THAT IS IN ADDITION TO, DIFFERENT FROM OR INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS EULA ARE NOT BINDING ON INFOPULSE AND ARE INEFFECTIVE. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED BY

INFOPULSE TO MODIFY THIS EULA OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THE WARRANTIES, REPRESENTATIONS OR PROMISES EXPRESSLY SET FORTH IN THIS EULA.

LICENSE TYPES

The License Type purchased determines the license rights granted under this EULA. The License Type will be specified in the Fulfillment Confirmation provided to the customer. Such License Types include but are not limited to the following:

a. Per User License -- A Per User License permits a single user to use the Software under the terms of the license. If the Software is installed on a single computer used by multiple users, the customer must purchase additional licenses for each user that accesses the Software. Further, if the Software is installed or accessed through a network, the customer must purchase additional licenses for each user that accesses the Software through the network.

b. Site License -- A Site License permits a customer to use the Software for an unlimited number of computers and users at a single customer site or location. This license cannot be used for redistribution of the product to 3rd parties.

c. Evaluation License -- An Evaluation License is a limited license that provides the customer with an opportunity to evaluate the Software before buying a full license. The customer acquiring an Evaluation License may only use the license for evaluation purposes and not in a production environment or for any other commercial purpose. The Software is licensed only for a specified evaluation period, which will begin on the date the Software is first downloaded or delivered. User is only authorized to install the Software on a single end-user computer, workstation or virtual machine and the Evaluation License will terminate 30 days from receipt of the Software.

d. Not for Resale Demonstration ("NFR") License - An NFR License is a special, limited evaluation license that is provided to Infopulse partners, customers, potential customers and others solely to assist in demonstrating the Software. An NFR License can be used only for demonstration purposes and may not be used in a production environment or for any other commercial purpose. Unless otherwise permitted by Infopulse, the NFR License will begin on the date the Software is first downloaded or delivered, and will terminate 180 days later. Additionally, in the event that the partnership relationship with Infopulse expires or is terminated or the party no longer uses the license as intended, the NFR License will immediately terminate. Following expiration or termination of the license, the party must either return or remove the Software.