

## License for VT Technology Software

IMPORTANT—READ CAREFULLY: This License Agreement for Software ("Agreement") is a legal agreement between you (either an individual or a single entity, referred to in this Agreement as "Recipient") and VT Technology, Inc. ("VT Technology") for the software that accompanies this Agreement (as defined below).

**YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.**

### VT TECHNOLOGY LICENSE AGREEMENT FOR vtUtilities

Accompanying this Agreement is a copy of the VT Technology software identified above, which may include software and related documentation and information (collectively the "Software"). **The Software is licensed, not sold.**

#### 1. GRANT OF LICENSE.

This Agreement grants you the following rights:

1.1 Installation and use. You may install and use one copy of the Software on a single host computer for each license.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date accepted by Recipient and shall continue until terminated by the first of the following events: (a) pursuant to Section 1.1 above; or (b) VT Technology in writing at any time, with or without cause. Upon the termination of this Agreement (or upon request from VT Technology), Recipient shall cease use of the Software, and if so requested, promptly return to VT Technology, or certify destruction of, all full or partial copies of the Software provided by VT Technology.

3. SOFTWARE MAINTENANCE/UPDATES. VT Technology may, in its sole discretion, provide further versions, updates and/or supplements of the Software and/or related information ("Updates") to Recipient hereunder, in which case such Updates shall also be deemed to be included in the "Software" and therefore governed by this Agreement, unless other terms of use are provided by VT Technology with such Updates.

#### 4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

4.1 Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile or disassemble the Software.

4.2 Rental and Transfer. You may not rent, lease, lend, or transfer this Software.

**4.3 TRADEMARKS. THIS AGREEMENT DOES NOT GRANT YOU ANY RIGHTS IN CONNECTION WITH ANY REGISTERED TRADEMARKS, TRADEMARKS OR SERVICE MARKS OF VT TECHNOLOGY INC.**

**4.4 COPYRIGHT. ALL TITLE AND INTELLECTUAL PROPERTY RIGHTS IN AND TO THE SOFTWARE AND ANY COPIES OF THE SOFTWARE THAT RECIPIENT IS EXPRESSLY PERMITTED TO MAKE HEREIN ARE OWNED BY VT TECHNOLOGY. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY VT TECHNOLOGY.**

**5. DISCLAIMER OF WARRANTIES. THE SOFTWARE IS DEEMED ACCEPTED BY RECIPIENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VT TECHNOLOGY PROVIDES THE SOFTWARE, AND SUPPORT SERVICES AS IS AND WITH ALL FAULTS, AND VT TECHNOLOGY HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND ANY SUPPORT SERVICES, REMAINS WITH RECIPIENT.**

**6. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CANNOT RECOVER ANY DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. THIS LIMITATION APPLIES TO:**

- **ANYTHING RELATED TO THE SOFTWARE, SERVICES, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES, OR THIRD PARTY PROGRAMS; AND**
- **CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

**IT ALSO APPLIES EVEN IF VT TECHNOLOGY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU BECAUSE YOUR COUNTRY MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.**

7. **GOVERNING LAW.** This Agreement shall be construed and controlled by the laws of the Commonwealth of Massachusetts.

8. **ENTIRE AGREEMENT; SEVERABILITY.** This Agreement constitutes the complete and exclusive agreement between VT Technology and Recipient with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.