END USER LICENSE AGREEMENT FOR PJ TECHNOLOGIES, INC. SOFTWARE

This license agreement governs Goverlan™ ("Software").

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. VISIT HTTP://WWW.PJTEC.COM FOR TERMS OF AND LIMITATIONS ON RETURNING THE SOFTWARE FOR A REFUND.

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED COPYING. THE ACTIVATION TECHNOLOGY MAY PREVENT YOUR USE OF THE SOFTWARE IF YOU DO NOT FOLLOW THE ACTIVATION PROCESS DESCRIBED IN THE SOFTWARE AND DOCUMENTATION. VISIT HTTP://WWW.PJTEC.COM/ACTIVATION FOR INFORMATION ABOUT PRODUCT ACTIVATION.

1. Definitions.

"PJ Technologies" means PJ Technologies Incorporated, a Florida corporation with office at 7621 SW 54th Avenue, Miami, Florida 33143.

"Computer" means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include the Internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by PJ Technologies.

"Software" means all computer programming code, entirely in binary form, which is directly executable by a computer of a specific version of the Goverlan™ software product, including but not limited to the (i) Goverlan Remote Administration Suite, (ii) Goverlan Remote Control, (iii) WMIX, (iv) Goverlan Central Server software; and including related explanatory written materials and files ("Documentation")."Software Update" means a version of the Software, which is classified by PJ Technologies as a "maintenance" release that corrects deficiencies and/or bugs affecting performance to the Software description.

"Software Upgrade" means a version of the Software as classified by PJ Technologies which has been enhanced, improved and/or modified and replaces the existing version of the Software.

"Software Maintenance" means the unique software maintenance and technical support to be provided by PJ Technologies pursuant to the SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT agreement.

"Licensee" refers to the Customer who purchased a license to use the Software as set forth in this End User License Agreement.

2. Grant of license. If you obtained the Software from PJ Technologies or one of its authorized distributors and as long as you comply with the terms of this agreement, PJ Technologies grants you a non-exclusive license to use the Software in the manner and for the purposes described in the Documentation, as further set forth below.

2.1 General Use. You may install and use one copy of the Software on up to the Permitted Number of your compatible Computers; or

PJ Technologies, Inc.®
Software Solutions for IT Professionals

2.2 Server Deployment. You may install the Permitted Number of copies of the Software on the Permitted Number of Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software on up to the Permitted Number of Computers within the same Internal Network; or

2.3 Server Use. You may install the Permitted Number of copies of the Software on the Permitted Number of Computer file server(s) within your Internal Network only for use of the Software initiated by an individual through commands, data or instructions (e.g., scripts) from a Computer within the same Internal Network. The total number of concurrent users permitted to use the Software on such Computer file server(s) may not exceed the Permitted Number. No other network use is permitted, including, but not limited to use of the Software, either directly or through commands, data or instructions, (i) from or to a Computer not part of your Internal Network, (ii) for enabling Internet or web hosted services, (iii) by any user not licensed to use the Software under a valid license from PJ Technologies, (iv) as a component of a system, workflow or service accessible by more than the Permitted Number of users; and

2.4 Portable or Home Computer Use. The primary user of the Computer on which the Software is installed may install a second copy of the Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided the Software on the portable or home Computer is not used at the same time as the Software on the primary Computer.

2.5 Backup Copy. You may make a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for other than archival purposes.

3. **Restrictions.**

3.1 Notices. You may not copy the Software except as set forth in Section 'Grant of license'. Any permitted copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

3.2 No Modifications. You may not modify, adapt or translate the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted under applicable law to decompile only in order to achieve interoperability with the Software.

3.3 No Transfer. YOU MAY NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE PERMITTED HEREIN. You may, however, transfer all your rights to use the Software to another individual or legal entity provided that: (a) you also transfer (i) this agreement, (ii) the activation code(s), and the Software to such individual or entity; (b) you retain no upgrades, updates or copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which you purchased a valid license to the Software. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATION, PRE-RELEASE, OR NOT FOR RESALE COPIES OF THE SOFTWARE.

4. **Updates.** If the Software is an upgrade or update to a previous version of PJ Technologies software, you must possess a valid license to such previous version in order to use such upgrade or update. After you install such update or upgrade, you may continue to use any such previous version in accordance with its end-user license agreement only if (a) the upgrade or update and all previous versions are installed on the same device, (b) the previous versions or copies thereof are not transferred to another party or device unless all copies of the update or upgrade are also transferred to such party or device and (c) you acknowledge that any obligation PJ Technologies may have to support the previous version(s) may be ended upon the availability of the upgrade or update. No other use of the previous version(s) is permitted after installation of an update or upgrade. Upgrades and updates may be licensed to you by PJ Technologies with additional or different terms.

5. **Disclaimer of Warranty.** TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL PJ TECHNOLOGIES, INC. SOFTWARE, INCLUDING THE IMAGES AND/OR COMPONENTS, IS PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY EITHER PJ TECHNOLOGIES, INC. OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF SUCH SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO COVENANTS, WARRANTIES OR INDEMNITIES OF ANY KIND ARE GRANTED BY PJ TECHNOLOGIES, INC. TO THE USER.

PJ Technologies, Inc.®
Software Solutions for IT Professionals

6. LIMITATION OF LIABILITY. IN NO EVENT WILL PJ TECHNOLOGIES OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN PJ TECHNOLOGIES REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. PJ TECHNOLOGIES' AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this agreement limits PJ Technologies' liability to you in the event of death or personal injury resulting from PJ Technologies' negligence or for the tort of deceit (fraud).

7. Software Maintenance and Technical Support Obligations. PJ Technologies will provide Software Maintenance and Technical Support as defined by the separate SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT for a period of 3 (three) months as of the purchase date of the Software license. Within the 3 (three) months following the purchase date of the Software license, a Software Maintenance subscription must be purchased to ensure continuation of software maintenance and technical support. Licensee without Software Maintenance will only be granted limited software maintenance and technical support as defined below.

7.1 LIMITED SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT. Under Limited Software Maintenance and Technical Support status, Customers will only be granted access to Software Updates as released by PJ Technologies. Software Upgrades will have to be purchased at the current upgrade price of a license for the Software. In addition, Technical Support can only be requested via email or Internet based technical forums with no expressed warranty of any kind from PJ Technologies that the request will be answered or resolved. Telephone and Live Chat based support will not be available.

8. Export Control Obligations. You will not export or re-export any Licensed Software in violation of any law, regulation, order or other governmental requirement (including, without limitation, the U.S. Export Administration Act, regulations of the Department of Commerce and other export controls of the U.S.). You shall, at your own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for performance under this Agreement.

9. Government Rights. If used or acquired by the Government, the Government acknowledges that (a) the Software constitutes "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable and (b) the Government's rights are limited to those specifically granted to you pursuant to this License. The contractor/manufacturer is PJ Technologies, Inc. with offices at 7621 SW 54th Avenue, Miami FL 33143 USA.

10. Compliance with Licenses. If you are a business, company or organization, you agree that upon request from PJ Technologies or its authorized representative you will within thirty (30) days fully document and certify that use of any and all PJ Technologies software at the time of the request is in conformity with your valid licenses from PJ Technologies.

11. Termination. If you do not accept the terms of this license, you agree to destroy all copies of the Software in your possession and control.

12. Trademarks. You acknowledge that PJ Technologies, Inc., Goverlan™ and related logos and designs are trademarks of PJ Technologies, Inc. and that no rights in such trademarks are granted to you by this Agreement. "Windows" is a registered trademark of Microsoft Corporation.

13. Specific Provisions and Exceptions. This section sets forth specific provisions related to certain components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition.

13.1 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software ("Pre-release Software"), then this Section applies. The Pre-release Software is a pre-release version. It does not represent the final product from PJ Technologies and may contain bugs, errors and other problems that could

PJ Technologies, Inc.®
Software Solutions for IT Professionals

cause system or other failures and data loss. PJ Technologies may never commercially release the Pre-release Software. You will return or destroy all copies of Pre-release Software upon request by PJ Technologies or upon PJ Technologies' commercial release of such Software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 5 and 6 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN PRE-RELEASE SOFTWARE.

13.2 Tryout, Product Sampler, NFR, Additional Terms. If the Software is tryout, starter, product sampler, or NFR software ("Tryout Software"), then the following Section applies. The Tryout Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. YOUR USE OF TRYOUT SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 5 and 6 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRYOUT SOFTWARE.

13.3 Time Out Software. If the Software is a timeout version then it will cease operations after a designated period of time or number of launches following installation. The license hereunder will terminate after such period or number of launches unless extended by PJ Technologies upon your acquisition of a full retail license.