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I. GRANT OF LICENSE

1. Kb Port LLC grants the Purchaser the following rights provided that the Purchaser complies with all terms and conditions of this EULA:
 - a. Installation and use: You may:
 - i. Install and use the ETC Simlink Software on any Client PC
2. Alternative Rights for Network Use. The Purchaser's Intranet is the sole responsibility of the Purchaser. This includes any and all equipment and wiring for the ETC to function properly on the Purchaser's Intranet. Consult the Purchaser's IT Department for support.
3. License Grant of use for Media Scenarios. The Purchaser may copy and modify media scenarios and display and distribute them, including posting to the Purchaser's websites, but the Purchaser is not granted any of the following:
 - a. The Purchaser may not distribute any media scenarios that express any endorsement or association with any product, service, or activity associated with Kb Port LLC without expressed written permission.
 - b. The Purchaser may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the ETC Software. In addition, the Purchaser must (a) indemnify and defend Kb Port LLC and suppliers from and against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing, use of distribution of media scenarios as modified by the Purchaser.
4. License Grant for Documentation - Direction for Use (DFU). The documentation that accompanies the ETC Software is for internal, non-commercial reference purposes only.

II. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

1. Mandatory Activation. THERE ARE TECHNICAL MEASURES IN THE ETC SOFTWARE THAT ARE DESIGNED TO PREVENT THE USE OF THIS SOFTWARE OTHER THAN FOR WHAT IT WAS DESIGNED. The Purchaser may need to reactivate the ETC Software if the Purchaser modifies the Purchaser's computer hardware. In doing so, the Purchaser may cause unforeseen problems related with the functionality of the ETC Software. Kb Port LLC will not be responsible for any ETC Software problems associated with this action.
2. The Purchaser can not load any other software on the ETC or supplied ETC Client computer. The purchaser agrees that any viruses or similar foreign code introduced into the ETC or supplied Client PC, whether via the Purchaser's network or other means, such as a CD-ROM or other media or connection, shall be the responsibility of the Purchaser and will void the warranties and agreements to support the ETC contained in this Agreement.
3. RESERVATIONS OF RIGHTS AND OWNERSHIP. Kb Port LLC reserves all rights not expressly granted to the Purchaser in this EULA.

III. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.
The Purchaser may not reverse engineer, decompile, or disassemble the ETC Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

IV. CONSENT TO USE OF DATA.

The Purchaser agrees that Kb Port LLC may collect and use technical information gathered via remote access (e.g. LOGMEIN.COM) as part of the product support services provided to the Purchaser, if any, related to the ETC Software. Kb Port LLC may use this information solely to improve our product or to provide customized services or technologies to the Purchaser and will not disclose this information in a form that personally identifies the Purchaser.

V. LINKS TO THIRD PARTY SITES.

Kb Port LLC is not responsible for the contents of any third-party sites, or services, or any changes or updates to third-party sites, equipment, software, or services.

VI. EXPORT.

Purchaser shall comply with all export or re-export restrictions and regulations imposed by the government of the United States. Without limiting the generality of the foregoing and regardless of any disclosure made by or to Kb Port, its Distributors or Licensors of an ultimate destination of the Licensed Software, Purchaser shall not re-export or transfer, whether directly or indirectly, the Licensed Software or any system containing such Licensed Software, to anyone outside the United States of America without first obtaining a license from the U. S. Department of Commerce or any other agency or department of the United States Government, if and as required. Purchaser is solely responsible for determining whether such license is required and for complying

with any applicable regulations.

VII. ADDITIONAL ETC SOFTWARE/SERVICES

This EULA applies to updates, supplements, add-on components of the ETC Software that Kb Port LLC may provide to the Purchaser or make available to the Purchaser after the date the Purchaser obtains your initial copy of the ETC Software, unless they are accompanied by separate terms.

VIII. UPGRADES.

To use the ETC Software identified as an upgrade, the Purchaser must first be granted use through the EULA for the ETC Software identified by Kb Port LLC as eligible for the upgrade. After installing the upgrade, the Purchaser may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded software.

IX. SOFTWARE TRANSFER.

Internal. The Purchaser may not transfer the ETC Software to any other device for any reason.

X. TERMINATION.

Without prejudice to any other rights, Kb Port LLC may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the ETC Software and all of its component parts.

XI. LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US.

Kb Port LLC warrants that the ETC Software will perform substantially in accordance with the accompanying materials (DFU) for a period of three hundred and sixty-five (365) days from the date of invoice. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, the Purchaser also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (three hundred and sixty-five DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE THREE HUNDRED AND SIXTY-FIVE DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to the Purchaser.

Any supplements or updates to the ETC Software, including without limitation, any (if any) service packs or hot fixes provided to the Purchaser after the expiration of the three hundred and sixty-five day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Kb Port LLC, THE PURCHASER ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the ETC Software does not meet Kb Port's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 13 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This Limited Warranty gives the Purchaser specific legal rights. The Purchaser may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. Kb Port's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the ETC Software shall be, at Kb Port's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the ETC Software, or (b) repair or replacement of the ETC Software, that does not meet this Limited Warranty and that is returned to Kb Port LLC with a copy of your invoice. (All hardware associated with the ETC System is subject to the Original Equipment Manufacturers warranty) The Purchaser will receive the remedy elected by Kb Port LLC without charge, except that the Purchaser is responsible for any expenses the Purchaser may incur (e.g. cost of shipping the ETC Software and System to Kb Port LLC).

This Limited Warranty is void if failure of the ETC Software and/or System has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement ETC Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Kb Port LLC will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Kb Port's warranty remedy procedures. Outside the United States, neither these remedies nor any product support services offered by Kb Port are available without proof of purchase.

XII. DISCLAIMER OF WARRANTIES.

The Limited Warranty that appears above is the only express warranty made to the Purchaser and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Kb Port LLC and its suppliers provide the ETC Software and support services (if any) AS IS

AND WITH ALL FAULTS, and 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 ETC Software, and the provision of or failure to provide support or other services, information, software, and related content through the ETC Software or otherwise arising out of the use of the Software.

- XIII. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.**
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KB PORT LLC OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE ETC SOFTWARE SYSTEM, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE ETC SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE ETC SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF KB PORT LLC OR ANY SUPPLIER, AND EVEN IF KB PORT LLC OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- XIV. LIMITATION OF LIABILITY AND REMEDIES.**
Notwithstanding any damages that the Purchaser might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Kb Port LLC and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Kb Port LLC with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the ETC Software up to the amount actually paid by the Purchaser for the ETC Software. All hardware associated with the ETC System is subject to the Original Equipment Manufacturers warranty
- XV. APPLICABLE LAW.**
The ETC Software and System in the United States, this EULA is governed by the laws of the Commonwealth of Pennsylvania.
- XVI. ENTIRE AGREEMENT; SEVERABILITY.**
This EULA (including any addendum or amendment to this EULA which is included with the ETC Software) is the entire agreement between the Purchaser and Kb Port LLC relating to the ETC Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the ETC Software or any other subject matter covered by this EULA. To the extent the terms of any Kb Port LLC policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
- XVII. UPON EXPIRATION OF THE ONE-YEAR SERVICE PERIOD, PURCHASER MAY OPT TO EXTEND THE SERVICE PERIOD. FURTHER EXTENSIONS MAY BE OFFERED, AT KB PORT'S OPTION**