

**RELIEFJET ESSENTIALS
END USER LICENSE AGREEMENT**

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BEFORE YOU PUT A CHECKMARK BY THE STATEMENT "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" AND CLICK ON THE "NEXT" BUTTON, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR CLICK OF THE "NEXT" BUTTON IS A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "NEXT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE SOFTWARE WILL NOT BE INSTALLED ON YOUR COMPUTER. This Product will not install on your

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1.1. Ownership Rights. You agree that the Product and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Product, are proprietary intellectual properties and/or the valuable trade secrets of the Company or its suppliers and/or licensors and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the United States, other countries and international treaties. You may use trademarks only insofar as to identify printed output produced by the Product in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. The Company and its suppliers own and retain all right, title, and interest in and to the Product, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation or use of the Product does not transfer to you any title to the intellectual property in the Product, and you will not acquire any rights to the Product except as expressly set forth in this Agreement. All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Product.

1.2. Source Code. You acknowledge that the source code for the Product is proprietary to the Company or its suppliers and/or licensors and constitutes trade secrets of the Company or its suppliers and/or licensors. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Product in any way.

1.3. Confidential Information. You agree that, unless otherwise specifically provided herein or agreed by the Company in writing, the Product, including the specific design and structure of individual programs and the Product, constitute confidential proprietary information of the Company or its suppliers and/or licensors. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of the Company. You agree to implement reasonable security measures to protect such confidential information provided however, that you may make and distribute unlimited copies of the Software in object code only, including copies for commercial distribution, as long as each copy that you make and distribute contains this Agreement subject to end user's acceptance before the first use, the Software installer, and the same copyright and other proprietary notices pertaining to this Software that appear in the Software. If you download the Software from the Internet or similar on-line source, you must include the copyright notices resident on the Software with any on-line distribution and on any media you distribute that includes the Software.

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2. Grant of License.

2.1. License. The Company grants you the non-exclusive and non-transferable license to store, load, install, execute, and display the specified version of the Software on a number of computers, workstations, personal digital assistants, 'smart phones', mobile phones, hand-held devices, or other electronic devices for which the software was designed (each a "Client Device") explicitly defined by the license type. The

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2.2. Updates. During the Term of this Agreement, you may download Updates to the Product when and as the Company publishes them in its website or through other online services. Notwithstanding any provision to the contrary herein, nothing in this Agreement shall be construed as to grant you any rights or licenses with regard to the New Releases of the Product or to entitle you to any New Release. This Agreement does not obligate the Company to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Product and the terms of this Agreement apply to them (unless this Agreement is superseded by a further Agreement accompanying such Update or modified version of to the Product).

2.3. Term and Termination. The term of this Agreement (“Term”) shall begin when you download or install the Product (whichever is earlier) and shall continue, unless otherwise terminated pursuant hereto, in perpetuity or for the term specified in the license granted hereunder. The Company may terminate this Agreement by offering you a superseding Agreement for the Product or any replacement or modified version of or upgrade or New Release of the Product and conditioning your continued use of the Product or such replacement, modified or upgraded version or New Release on your acceptance of such superseding Agreement. This Agreement may be also terminated by the Company immediately and without notice if you fail to comply with any of your obligation or conditions of this Agreement. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must immediately cease use of the Product and destroy all copies of the Product.

2.4. No Rights Upon Termination. Upon termination of this Agreement you will no longer be authorized to Operate or use the Product in any way.

3. Restrictions.

3.1. No Transfer of Rights. You may not rent, lease, loan the Product. You may not reverse engineer, decompile, disassemble or otherwise reduce any part of the Product to human readable form nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Notwithstanding the foregoing sentence, decompiling the Software is permitted to the extent the laws of your jurisdiction give you the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that you must first request such information from the Company and the Company may, in its discretion, either provide such information to you (subject to confidentiality terms) or impose reasonable conditions, including a reasonable fee, on such use of the Software to ensure that the Company's and its suppliers and/or licensors proprietary rights in the Software are protected. You may not modify, or create derivative works based upon the Product in whole or in part.

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OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5. U.S. and Russian Federation Government-Restricted Rights.

5.1. Notice to U.S. Government End Users. The Product and accompanying Documentation are deemed to be "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

5.2. Export Restrictions. You acknowledge and agree that the Product may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations of the United States (the "Acts"). You agree and certify that neither the Product nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You may not Operate, download, export, or re-export the Product (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By Operating the Product, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that the Company has no further responsibility for such after the initial license to you. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

5.3. Notice to Russian Users. If you are a person or entity of Russian Federation or if you are otherwise subject to Russian laws and regulations you acknowledge and agree to be bound by Federal Law No. 149-FZ, dated 27 July 2006, "On Information, Information Technologies and Information Protection", Federal Law No. 152-FZ, dated 27 July 2006, "On Personal Data" and other similar regulations, including international acts.

You guarantee that the Product shall not be used for unauthorized access to computerized and other types of information, including confidential information and other restricted data. You shall immediately advise Company of all such events that are known to you.

6. Miscellaneous.

6.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law

rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in Commonwealth of Virginia and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the federal or state courts in the Commonwealth of Virginia, and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; provided, however, that the Company as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

6.2. **Period for Bringing Actions.** No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

6.3. **Entire Agreement; Severability; No Waiver.** This Agreement is the entire agreement between you and Company and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement provided that the Company and you may limit, modify or changes the applicability of the terms of this Agreement by a prior, contemporaneous or subsequent written agreement by referencing this Section of the Agreement and expressly providing for such limitation, modification or changes. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the fullest extent permitted by law. No waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach and no waiver will be effective unless made in writing.

6.4. **Contact Information.** If you have any questions concerning this Agreement, or if you desire to contact the Company for any reason, visit Company website: <http://www.ReliefJet.com>.

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