This End User License Agreement ("EULA") is a legal agreement between you and Hesnet, for the software application provided by Hesnet to use the Services (as defined in the applicable Terms) ("Software"). The terms not defined in this EULA will have the meanings set forth in the applicable Hesnet Terms of Use under which your account was created ("TERMS"). Your use of the Software, and any future release, update, or other addition to the functionality thereof, and the Services is also governed by the Terms and in the event that this EULA conflicts with the Terms, the Terms govern.

LICENSE.

Subject to the terms of this EULA, Hesnet grants to you a limited, nontransferable, and nonexclusive license (without the right to sublicense) to execute the Software, in executable object code form only, solely (a) on a device that you own or control, and (b) for your use of the Hesnet Service, in each case for your personal, non-commercial, or educational purposes. The Software is licensed to you, not sold, under this EULA. There are no implied licenses in this EULA.

RESTRICTIONS.

You agree not to, and you will not permit others to, (a) license, sell, rent, lease, transfer, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party, (b) copy or use the Software for any purpose other than as permitted in Section 1, or (c) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software.

OWNERSHIP.

The Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein, are the exclusive property of Hesnet and its licensors. Hesnet and its licensors reserve all rights in and to the Software not expressly granted to you in this EULA.

TERM AND TERMINATION.

This EULA and the license granted hereunder are effective on the date you first download the Software and shall continue unless this EULA is terminated. This EULA will terminate automatically without notice from Hesnet if you fail to comply with any terms of this EULA. You may terminate this EULA effective immediately upon written notice to Hesnet. Upon termination of this EULA, the license granted hereunder will terminate and you must stop all use of the Software, but the terms of Sections 2 and 3 through 10 (inclusive) will remain in effect after any such termination. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY CANCEL THE PURCHASE AND USE OR THE SOFTWARE WITHIN 30 DAYS OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.

WARRANTY DISCLAIMER.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, HESNET PROVIDES THE SOFTWARE "AS-IS" AND AS TO YOU DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. HESNET DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SOFTWARE. HESNET MAKES NO WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE.

LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, (A) HESNET WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS OR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES RELATING TO THE APPLICATION OR THIS EULA, EVEN IF HESNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) HESNET'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SOFTWARE AND THIS EULA, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL AT ALL TIMES BE LIMITED TO FIFTY U.S. DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. HESNET DISCLAIMS ALL LIABILITY OF ANY KIND OF HESNET'S SUPPLIERS.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

You may not use any Hesnet Internet-based services associated with the Software in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them. You may not attempt to gain unauthorized access to any service, account, computer systems or networks associated with the Internet-based services

CONSENT TO USE OF DATA.

You agree that Hesnet and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Hesnet may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

LINKS TO THIRD PARTY SITES.

Hesnet is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Hesnet is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Hesnet of the third-party site or service.

FOR U.S. GOVERNMENT END USERS.

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is

provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

EXPORT COMPLIANCE.

The Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Software and related technology, as may be required. You will indemnify and hold Hesnet harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, but not limited to, attorney's fees) arising from or relating to any breach by you of your obligations under this section.

GENERAL.

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment or transfer shall be void and without effect. Hesnet may freely assign this EULA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA. Any notice to you may be provided by email to the address you have registered with Hesnet. Hesnet will have no responsibility to provide maintenance or support services with respect to the Software. If any provision of this EULA is unenforceable, such provision will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. All waivers by Hesnet will be effective only if in writing. Any waiver or failure by Hesnet to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. You acknowledge that the Software contains valuable trade secrets and proprietary information of Hesnet, that any actual or threatened breach of Section 2 of this EULA will constitute immediate, irreparable harm to Hesnet for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. This EULA and the Terms constitute the final, complete. and exclusive agreement between the parties regarding the Software and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

CHANGES.

We may amend this EULA from time to time. If we make material changes to this EULA, we will notify you by posting the change on the Hesnet Service or sending you an e-mail at your primary email address, as specified in your Account. Any changes to this EULA will be effective immediately for new users of our Software; otherwise these changes will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of a notice on the Services. You are responsible at all times for updating your Account to provide to us your most current e-mail address. If the last e-mail address that you have provided to us is not valid, or for any reason is not capable of delivering the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes. Continued use of our Software following notice of such changes shall indicate your acknowledgement of, and EULA to be bound by, such changes. Except as otherwise provided in this EULA, no amendment to this EULA will be valid unless in a writing hand-signed by the parties.

QUESTIONS OR ADDITIONAL INFORMATION.

If you have questions regarding this EULA, or wish to obtain additional information, please send an e-mail to info@hesnet.biz or write us at:

Hesnet 9330 LBJ Freeway Suite 900