

END USER LICENSE AGREEMENT (for ShareDirect Client Software)

Thank you for licensing ShareDirect software (the "Software"). Please read this End User License Agreement ("EULA") carefully and be sure you understand it. This EULA is a legal agreement between you (either an individual or a single entity) and Laplink Software, Inc., a Washington corporation ("Laplink"). You must review and either accept or reject the terms of this EULA before installing or using the Software. Clicking the "I ACCEPT" button below creates a binding contract. By clicking the "I ACCEPT" button or installing or using the software, you acknowledge that you have read all of the terms and conditions of this EULA, understand them, and agree to be legally bound by them.

If all or some portion of the Software has been licensed by another party for your use (e.g., your employer or an individual or a company with whom you conduct business), your right to use the Software and/or to obtain any related Services is subject to the terms and conditions of the agreement(s) between Laplink and the other party, whether the other party has agreed to the terms of this EULA or to the terms of a separate, written agreement. However, if the Software you are installing is a beta or other pre-release version of the Software, the terms of this EULA will apply, regardless of whether you or the party sponsoring your use of Software has a separate agreement with Laplink. Even if your use of the Software is sponsored by another party, the terms of our Laplink Software Privacy Statement and our Acceptable Use Policy, both of which are accessible on our web site at <http://www.laplink.com> (and which are incorporated into this EULA by this reference), apply to you. You are agreeing to the terms and conditions of these policies by clicking the "I ACCEPT" button below, and we encourage you to review them before you do so. By clicking "I ACCEPT," you also are consenting to the Software's establishment of peer-to-peer connections as described below in Section 9.

If you are installing trial, evaluation use, or beta or pre-release Software, please note that special terms and conditions apply, as described below in Sections 4, 5 and 6.

If you use the Software on a Computer that you share with other End Users, and if another End User installs a new version of the Software and accepts a new version of this EULA, you agree to be bound by the new version of the EULA. Please refer to the Help menu in the Software for the most current version of this EULA.

1. DEFINITIONS. The following capitalized terms used in this EULA have the meanings indicated:

(a) "Account" refers to an individual relationship record between Laplink and an End User that requires a unique email address to activate and maintain and it allows for a single concurrent connection to ShareDirect Services.

(b) "Computer" means a personal computer or personal computing device.

(c) "Delivery Date" means (i) in the case of Software that utilizes an activation key, the date on which Laplink sends or otherwise makes available to you the activation key(s) for the Software or a method for creating them; and (ii) in the case of Software that does not utilize an activation key, the date on which Laplink sends you a CD, diskette, or a digital file containing the Software.

(d) "Documentation" means any help text and/or user guides provided with the Software, regardless of whether such Documentation is contained in the Software, online, or in printed materials.

(e) "End User" means you and any human being whose use of the Software you sponsor.

(f) "Hosted Services" means any server-based services provided by Laplink to support or facilitate use of the Software.

(g) "Services" means Hosted Services, software maintenance services, support services (including deployment support services), and any other services Laplink may provide you in connection with your use of the Software.

(h) "Software" means the ShareDirect software accompanying this EULA, in object code form, together with any of the following that may form a part of it currently or is subsequently provided by Laplink for use with it: (A) tools, toolsets, "skins" and other software applications or components; (B) artwork, photographs, and video or audio content; (C) Documentation; and (D) any Updates to or Upgrades of any of the foregoing that may be covered by this EULA.

(i) "Updates" means bug fixes, patches, or other revisions to or modifications of the Software that Laplink provides to you or any End User, including those it makes generally available to customers that subscribe to its software maintenance services. An Update typically is identified by a change in a number and/or letter to the right of the first decimal point in a product's version number. Updates do not include Upgrades.

(j) "Upgrade" means a major release of Software, as determined by Laplink in its sole discretion. An Upgrade typically is identified by a new product name or a new number to the left of the first decimal point in the version number of an existing product name.

(k) "Web Site" means Laplink's web site located at <http://www.laplink.com> or other web site authorized by Laplink.

2. OWNERSHIP. The Software is licensed, not sold. You acknowledge that the Software (including any changes you may request or suggest) is the property of Laplink. Title to each copy of the Software and all related intellectual property rights embodied in or represented by the Software will remain with Laplink at all times, as will all other rights not explicitly granted to you under this EULA.

3. LICENSE GRANT. Laplink grants you a nonexclusive, limited license to install and use the Software solely in object code form, provided you comply with all the terms and conditions of this EULA:

(a) Software. You may use the Software on any Computer regularly and primarily used by you. However, you will be allowed one (1) concurrent connection to the ShareDirect Service per active, valid Account. If you have licensed multiple copies of the Software, then, for each copy of the Software you have licensed, you may permit one End User to install and use the Software on any Computer regularly and primarily used by that End User. Each End User will be granted a single account with one (1) concurrent connection as noted above. You hereby accept responsibility for each End User's use of the Software and Services and their compliance with the terms of this EULA. If the Software you are installing is preview or trial Software, evaluation use Software, or beta or prerelease Software, your rights are limited as described below in Section 4, 5 or 6.

(b) Hosted Services. Your use of Hosted Services is subject to the terms, conditions and limitations pertaining to the service level, if any, to which you have subscribed, as described in a separate agreement or a formal service offering description posted on the Web Site.

(c) U.S. Government End Users. The Software is a "commercial item" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation." Notwithstanding anything to the contrary in this EULA, the U.S. Government sometimes makes certain minimum rights of use, reproduction, and disclosure a condition of its purchase or acquisition of commercial software. Accordingly:

(i) GSA Supply Schedule Acquisitions. For government purchases or acquisitions through a GSA Supply Schedule contract, use, reproduction, and disclosure of the Software are subject to restrictions set forth (in March 2002) in ¶ 8 of GSA's "Terms and Conditions Applicable to . . . [SINs] 132-32 . . . , 132-33 . . . and 132-34 . . ." Note, however, that any modification or combination of the Software under those rights will entirely void the warranty per Section 10(a) of this EULA.

(ii) FAR Acquisitions. For government purchases or acquisitions under the authority of Federal Acquisition Regulation ("FAR") Part 12, the rights of use, reproduction, and disclosure are only as stated in Sections 3 and 7 of this EULA.

(iii) DOD Acquisitions. For government purchases or acquisitions by the Department of Defense, the rights of use, reproduction, and disclosure are only as stated in Section 3 and 7 of this EULA, per DFARS 227.7202-3(a).

(iv) RESTRICTED RIGHTS NOTICE (JUN 1987). For all other government purchases or acquisitions (that is, under authority other than a GSA Supply Schedule contract, FAR Part 12, or the DFARS), the Software is submitted with restricted rights under FAR 52.227-14 Alt. III. It may not be used, reproduced, or disclosed by the government except as provided in paragraph (b) of FAR 52.227-14 Alt. III or as otherwise expressly stated in Sections 3 and 7 of this EULA. Note, however, that any modification, adaptation, or combination of the Software under those rights will entirely void the warranty per Section 10(a) of this EULA.

4. TRIAL SOFTWARE. If the Software is marked "preview" or "trial" (or a similar designation), then your rights are limited as described in this section. You may use the Software (and any Services Laplink chooses to provide you) in a manner consistent with the terms of this EULA until such time

as you breach this EULA or Laplink elects to terminate your use of the Software and/or Services, which it may do at any time without notice. Because such trial Software is provided to you free of charge, Laplink disclaims the limited warranty set forth below in Section 10, and neither Laplink nor any Released Party will be liable for direct damages related to trial Software, as explained more fully in Section 11(b). Trial Software may contain a mechanism that will automatically disable use of the Software, alter its functionality, and/or notify you of term limits after a predetermined period of time.

5. EVALUATION SOFTWARE. If Laplink provides Software to you for evaluation use, then your rights are limited as described in this section. You may use the Software (and any Services Laplink chooses to provide you in connection with it) in a manner consistent with the terms of this EULA solely for evaluation purposes as may be indicated in writing by Laplink at or after the time of delivery. Because such evaluation Software is provided to you free of charge, Laplink disclaims the limited warranty set forth below in Section 10, and neither Laplink nor any Released Party will be liable for direct damages related to evaluation Software, as explained more fully in Section 11(b). Evaluation copies of Software may include a "time-out" mechanism that will automatically downgrade the Software to trial-level Software or disable use of the Software and prevent access to Services at the end of the evaluation period.

6. BETA SOFTWARE.

(a) Use. If the Software is designated as pre-release or beta software, then you may use it (and any Services Laplink chooses to provide you in connection with it) in a manner consistent with the terms of this EULA solely to test the product internally, test the compatibility of your application or other product(s) that operate in conjunction with the Software, and to evaluate the Software for the purpose of providing Feedback regarding it to Laplink. You may use the Software until the earlier of (i) 60 (sixty) days from the Delivery Date, (ii) the date of the commercial release of the non-beta version of the Software, or (iii) 10 days after the date on which you or we send written notice to the other terminating your right to use the beta Software, which either of us may do at any time.

(b) Acknowledgement and Additional Liability Limitation and Warranty Disclaimer. You acknowledge that all Software designated as pre-release or beta Software may contain bugs, may not operate properly or perform all intended functions, may interfere with the functioning of other software applications, and may cause errors, data loss or other problems. Because such pre-release or beta Software is provided to you free of charge, Laplink disclaims the limited warranty set forth below in Section 10 with respect to pre-release or beta Software, and neither Laplink nor any Released Party will be liable for direct damages related to pre-release or beta Software, as explained more fully in Section 11(b).

(c) Feedback. You agree to provide to Laplink reasonable suggestions, comments and feedback regarding beta Software, including but not limited to usability, bug reports and test results, with respect to Software testing (collectively, "Feedback"). You grant Laplink, under all of your intellectual property and proprietary rights, the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, and create derivative works of, the Feedback as part of any Laplink product, technology, service, specification or other documentation (collectively, "ShareDirect Offerings"), (ii) to publicly perform or display, import,

broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any ShareDirect Offering, (iii) solely with respect to your copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, and (iv) to sublicense to third parties any claims of any patents owned or licensable by you that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into a Laplink product, technology or service. Further, you warrant that your Feedback is not subject to license terms that will require, or claim to require, that any ShareDirect Offering that incorporates any Feedback (or any intellectual property therein) be licensed to any third party on specified terms. Due to the nature of the development work, Laplink provides no assurance that any specific errors or discrepancies in the Product will be corrected.

(d) Confidentiality. All beta Software, including its existence and features and related information, are proprietary and confidential information to Laplink. You agree not to disclose or provide beta Software, its Documentation, or any related information (including the Software features or the results of use or testing) to any third party, for a period of one year following the Delivery Date of the Software or until its commercial release, whichever occurs first; provided that, thereafter, you agree not to disclose or provide to any third party any information regarding the Software that has not been made public by Laplink as of its commercial release. These restrictions will not apply to any information that (a) is publicly known at the time of its disclosure; (b) is lawfully received from a third party not obligated to maintain it in confidence; (c) is published or otherwise made known to the public by Laplink; (d) you generated independently before you received it, as evidenced by your records; or (e) is required to be disclosed under any law, governmental rule or regulation or a valid court order, provided you give Laplink reasonable written notice prior to disclosure and comply with any applicable protective order or equivalent.

(e) Support and Maintenance. Laplink is not obligated to provide maintenance, technical support, or updates to you for any Software (including beta Software), but if any Updates or other supplemental Software is provided to you in connection with beta Software, such Updates will be subject to the terms and conditions of this EULA related to beta Software. In no event will Laplink be obligated to provide you, free of charge, a copy of the commercial release version of the Software in connection with your participation in any testing program. Laplink is not obligated to make beta Software commercially available at any time.

7. RESTRICTIONS AND LIMITATIONS. You agree to comply with the following restrictions and limitations, and you agree not to permit others (including any End User whose use of the Software you sponsor) to violate them:

(a) Copying, Distribution and Use. You may not copy the Software, except in connection with installation of the Software as provided above in Section 3(a) and to make one copy of the Software solely for backup or archival purposes. You may not sell, rent, lease, sublicense or redistribute Software or its activation key(s), or use or permit others to install or directly or indirectly access or use the Software, its functionality, or its activation key(s), except as provided in this EULA.

(b) Proprietary Notices. You may not alter or remove any copyright, trademark, patent, or other protective notices contained in or on Software, except that Customer may alter or remove Laplink's trademarks and other branding elements from the user interface of the Software to the limited extent that may be permitted under the Trademark Usage Policy, as it may be amended from time to time.

(c) Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software or otherwise attempt to derive its source code.

(d) Modifications and Derivative Works. You may not modify or create derivative works of the Software, but computer code written to current application programming interfaces for the Software that are published by Laplink or otherwise disclosed by Laplink to you or a third party and which are not marked "preview," "trial," "beta," or some similar designation will not be considered modifications or derivative works for purposes of this restriction.

(e) Interference with Certain Features. You may not modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the Software that enforce license restrictions or limits or report technical or statistical information regarding the Software or its use to Laplink.

(f) Use of Prior Versions. You may not continue to use prior versions of any Software after installing an Upgrade of the Software or any Update that wholly replaces the Software.

(g) Acceptable Use. You may not use the Software for a purpose or in a manner not permitted by this agreement or other terms that may be posted on the Web Site.

(h) Activation Keys. Each Software activation key and Account is intended solely for your use (or use by another End User for whom you have acquired and paid for a license). You (and your licensed End Users) are solely responsible for maintaining the confidentiality and security of your activation key(s) and Account(s). You are solely responsible and liable for any and all use of your activation key(s) and Account(s) and for activities that occur on or through your activation key(s) or Account(s). You agree to notify us immediately about any unauthorized access to or use of any of your activation key(s) or Account(s). The Software contains technological measures designed to prevent its unlicensed or illegal use. You agree that we may use those measures.

(h) Unacceptable Conduct. When using the ShareDirect Service you agree to not:

- Send chain letters, junk email, or other unsolicited messages.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Transmit any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Transmit any content protected by any patent, trademark, trade secret, copyright or other proprietary rights of any party unless you have sole ownership over that material or have received all necessary consents to distribute that material.

- Transmit files that contain viruses, Trojan horses, worms, corrupted files, or any other software or programs that may damage the operation of another's computer or property of another.
- Transmit any content that is harmful to minors.
- Restrict or inhibit any other user from using and enjoying ShareDirect Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.

Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

Laplink has no obligation to monitor the conduct of users of the ShareDirect Service. Laplink reserves the right at all times to disclose any information as Laplink deems necessary to satisfy any applicable law, regulation, legal process or governmental request, at Laplink's sole discretion.

8. MAINTENANCE AND SUPPORT. Technical support for the Software may be found in the Help menu within the Software and on the Web Site. Unless you subscribe to an enhanced maintenance and/or support offering, you are not entitled to receive additional maintenance or support for the Software (though any Updates or Upgrades Laplink may provide you will be covered by this EULA, unless Laplink requires you to accept a new agreement at the time they are provided). If you subscribe to a Laplink maintenance and/or support offering, Laplink will provide you with maintenance and/or support services corresponding to the service level(s) to which you have subscribed, as set forth in the Maintenance and Support Terms and Conditions accessible on the Web Site (at <http://www.laplink.com/support/>) or the terms of any separate agreement you may enter into with Laplink related to such services. Whether or not you subscribe to a maintenance and/or support offering, Laplink reserves the right to provide you with updates or supplements to the Software via automatic download when we consider it necessary to do so to ensure that the Software functions properly. Any technical information you provide Laplink in connection with support services it provides you may be used by Laplink for its business purposes, including product and service development, subject to the terms of our Privacy Statement, which is accessible on the Web Site.

9. CONSENT TO ESTABLISHMENT OF PEER-TO-PEER CONNECTIONS. The Software is designed to enable "peer-to-peer" connections among End Users and computers for purposes of direct communication, data exchange and interaction among people and machines, with minimum involvement of central computer servers. The Software makes certain information about your ShareDirect account and Computer known to other End Users and computers with which you interact and you choose to share files. Peer-to-peer data exchange may occur whenever the Software is running on your Computer and the individuals with which you are sharing folders elect to download files that reside on your local machine or when you elect to download files represented in the shared folders of the remote user(s). You acknowledge and consent to the fact that the Software creates such peer-to-peer connections, and you agree that Laplink is not responsible for

the conduct of any party (or their computers) who interacts with you or your Computer as a result of your installation or use of Software or Services.

10. LIMITED WARRANTIES AND WARRANTY DISCLAIMER.

(a) Laplink warrants that, for a period of 90 days after the Delivery Date, the Software (including any Upgrades for which Laplink does not require you to accept the terms of a replacement agreement, but excluding Updates) will function substantially in accordance with its Documentation. As your exclusive remedy for breach of this warranty, Laplink will, at its option, either replace or repair the defective Software or refund all fees paid for it, as well as any fees paid for maintenance, support and Hosted Services associated with the defective Software that were and/or are to be provided after the Delivery Date of the defective Software. Notwithstanding the foregoing, Laplink will not be responsible for any breach of warranty not reported during the warranty period; any malfunctioning of Software that you, an End User, or a third party has modified, misused, or damaged; or any malfunctioning of Software caused by hardware or network configuration or malfunctioning or by third party software or services. THIS WARRANTY DOES NOT APPLY TO SOFTWARE COVERED BY SECTION 4, 5 OR 6 OF THIS EULA.

This warranty gives you specific legal rights. You may also have other legal rights that vary from state to state and country to country.

(b) Laplink does not warrant the availability of any Hosted Service(s).

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(a), LAPLINK AND ITS LICENSORS AND LICENSORS' DISTRIBUTORS DISCLAIM ALL WARRANTIES WITH RESPECT TO ALL SOFTWARE AND SERVICES AND ALL THIRD PARTY PRODUCTS OR SERVICES YOU OR END USERS MAY UTILIZE IN CONNECTION WITH SOFTWARE OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. IN PARTICULAR, LAPLINK DOES NOT REPRESENT THAT THE SOFTWARE OR SERVICES ARE ERROR FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER, ARE COMPLETELY SECURE, OR WILL INTEROPERATE WITH THIRD PARTY SOFTWARE OR SERVICES. UNLESS YOU HAVE SUBSCRIBED TO A HOSTED SERVICES OFFERING THAT GUARANTEES A PARTICULAR LEVEL OF SERVICE AND/OR A FIXED TERM OF SERVICE (AS EXPLICITLY SPECIFIED IN A SEPARATE AGREEMENT OR A FORMAL OFFERING DESCRIPTION POSTED ON THE WEB SITE, AND THEN ONLY TO THE EXTENT SO SPECIFIED), ALL HOSTED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE OR TERMINATION AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE. THE SOFTWARE AND SERVICES ARE NOT DESIGNED OR MANUFACTURED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT SYSTEMS, OR WEAPON OR COMBAT SYSTEMS, IN WHICH THEIR FAILURE COULD LEAD DIRECTLY TO PERSONAL INJURY, DEATH, OR PROPERTY OR ENVIRONMENTAL DAMAGE. LAPLINK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES.

(d) U.S. Government Customers and End Users. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation." For government purchases or acquisitions through a GSA Supply Schedule contract, the government customer and end user accept the standard, commercial Laplink warranty terms per ¶ 2.a of GSA's "Terms and Conditions Applicable to . . . [SINs] 132-32 . . . , 132-33 . . . and 132-34 . . ." For government purchases or acquisitions under the authority of Federal Acquisition Regulation ("FAR") Part 12, the government customer and end user accept the standard, commercial Laplink warranty terms and 48 C.F.R. 52.212-4(p). For all government purchases or acquisitions that are not through a GSA Supply Schedule contract or FAR Part 12, the government customer and end user accept the standard, commercial Laplink warranty per 48 C.F.R. 46.709 (prime contracts) or 52.244-6 (subcontracts).

11. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER LAPLINK NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTROLLED OR CONTROLLING ENTITIES, LICENSORS OR LICENSORS' DISTRIBUTORS (EACH, A "RELEASED PARTY"), WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE, OR LOSS OF PRIVACY) ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES, EVEN IF LAPLINK OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

(b) NOTWITHSTANDING PARAGRAPH 11(a) ABOVE OR ANYTHING ELSE TO THE CONTRARY SET FORTH IN THIS EULA, IF YOUR CLAIMED DAMAGES ARISE FROM OR RELATE TO SOFTWARE OR SERVICES COVERED BY SECTION 4, 5 OR 6 OF THIS EULA, THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER LAPLINK NOR ANY RELEASED PARTY WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES, EVEN IF LAPLINK OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

(c) WITHOUT LIMITING THE SCOPE OR EFFECT OF SECTIONS 11(a) OR (b) ABOVE, IN NO EVENT WILL LAPLINK' AND THE RELEASED PARTIES' TOTAL LIABILITY WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES (INCLUDING CLAIMS OF NEGLIGENCE AND STRICT LIABILITY) EXCEED THE LOWER OF (i) THE AGGREGATE DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND YOUR END USERS, OR (ii) US\$500.

(d) SOME JURISDICTIONS LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF

ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS EULA IS UNENFORCEABLE UNDER APPLICABLE LAW, LAPLINK' AND THE RELEASED PARTIES' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. TERM AND TERMINATION. The term of this EULA will commence upon installation or use of the Software and continue indefinitely, unless you and Laplink enter into a new agreement that entirely replaces this EULA or Laplink terminates this EULA as provided herein. Without prejudice to any other rights, Laplink may terminate this EULA if you fail to comply with its terms and conditions. If Laplink terminates this EULA, (i) you must immediately stop using the Software and destroy all copies of the Software and all of its component parts, and (ii) Laplink will have no further obligation to provide any Services being provided to you or any End Users as of the termination date. The parties' respective rights and obligations under Sections 2 (Ownership), 7 (Restrictions), 10 (Limited Warranty and Warranty Disclaimer), 11 (Exclusion of Damages and Limitation of Liability), and Section 13 (General Provisions) will survive the termination of this EULA. The term of any Services offering to which you subscribe will be extended automatically for successive periods equal to the duration of the initial subscription period, and on Laplink' standard terms and prices then in effect, unless either party gives notice of cancellation to the other at least sixty (60) days before the subscription expires.

13. GENERAL PROVISIONS.

(a) Export Restrictions. You agree to comply with all applicable laws and regulations of governmental bodies and agencies related to use of the Software and Services and your performance under this EULA. In particular, you acknowledge that the Software is of United States origin, is subject to United States export laws and regulations, and may not be exported or re-exported to certain countries (currently Cuba, Iran, Iraq (ECCN 5D002 items), Libya, North Korea, Sudan and Syria) or to persons or entities prohibited from receiving U.S. exports (including Denied Parties, Specially Designated Nationals, and entities on the Bureau of Export Administration Entity List or involved with missile technology or nuclear, chemical or biological weapons). The Software also may be subject to the export, import or other laws of other countries. You represent that you are eligible to receive favorable treatment under current United States export control laws and regulations, and that you will not use or transfer the Software in violation of any U.S. or foreign laws or regulations, or permit others to do so.

(b) Data Protection. Each party undertakes to comply with its obligations under the relevant EU data protection and privacy legislation including (where applicable) the EC Data Protection Directive (95/46) and equivalent national legislation.

(c) Application Sharing. The Software may contain features that enable software applications to be shared among two or more computers. Use of third party software through any application sharing functionality in the Software may require the third party's consent. Please consult the license agreement associated with the third party software or contact the third party regarding permitted uses of its software.

(d) Waiver. No delay or omission by either party to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

(e) Severability. If any provision of this EULA is declared to be unenforceable for any reason, the remainder of this EULA will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

(f) Governing Law. The interpretation and performance of this EULA will be governed by the laws of the State of Washington, USA, applicable to contracts executed in and performed entirely within the State of Washington, but excluding any choice of law principles that would result in the application of the laws of another jurisdiction. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA.

(g) Dispute Resolution. This agreement shall be governed by the laws of the State of Washington, USA. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in King County, Washington, USA, in all disputes arising out of or relating to the use of the ShareDirect Service. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Laplink as a result of this agreement or use of the ShareDirect Service. You agree to indemnify and hold Laplink, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct in the use of the ShareDirect Service. If any provision of these terms and conditions is held to be invalid or unenforceable including, but not limited to, the warranty disclaimers and liability limitations set forth above, then such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer these terms and conditions or your rights in regard to using the ShareDirect Service, and any attempt to the contrary is void. These terms and conditions set forth the entire understanding and agreement between you and Laplink with respect to the subject matter hereof. The section titles in the terms and conditions are for convenience only and have no legal or contractual effect. A printed version of this agreement shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The ShareDirect Service is operated by: Laplink Inc. with its headquarters residing at 10210 NE Points Drive, Suite 400, Kirkland, WA, 98033, USA.

(i) Payment and Taxes. You agree to pay all applicable fees and other charges for Software and Services you acquire. Unless prepaid, all fees and charges are payable in U.S. dollars and are due net thirty (30) days from the date of invoice. Laplink may charge a late fee of 1.5% per month or the maximum rate allowable by law, whichever is greater, on any balance remaining unpaid for more than thirty (30) days, except that interest on payments by U.S. government customers will be calculated according to the Prompt Payment Act and its implementing regulations. Prices are

exclusive of all applicable taxes. You agree to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on all Software and Services you acquire, with the exception of taxes on Laplink's net income.

(k) Entire Agreement. This EULA and any other and product and service descriptions for Software and Services, all of which are incorporated by reference into this EULA as they may be amended from time to time, set forth the entire agreement between you and Laplink with respect to their subject matter, and they supersede all prior communications, understandings and agreements, as well as the terms and conditions set forth in or on any purchase order, acknowledgement form, check, or any other document or instrument you may issue to Laplink or transmit in connection with any payment for Software or Services.

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ShareDirect Client Software v. 1 (and later) EULA