



## SOFTWARE LICENSE AGREEMENT for iSecurity Anti-Virus FREE Edition

### 1. AGREEMENT

By requesting to install the iSecurity Anti-Virus FREE Edition software (hereinafter referred to as PROGRAM), the company requesting to download the PROGRAM (hereinafter referred to as LICENSEE) enters into an agreement with RAZ-LEE SECURITY Inc. of 12 Englewood Ave., Nanuet, New York (hereinafter referred to as Raz-Lee) and consents to all sections contained in this Software License Agreement.

This agreement sets forth the terms and conditions under which Raz-Lee will license to LICENSEE the use of object code and supporting documentation for Anti-Virus. These codes and materials will be referred to as the PROGRAM in this agreement.

### 2. LICENSE

Raz-Lee grants to LICENSEE a perpetual, non-transferable and non-exclusive right to use a single copy of the PROGRAM in its FREE edition on the specified LPAR of the computer whose details were entered on the PROGRAM's web page and approved by Raz-Lee. Such copy of the PROGRAM may not be sublicensed to any third party.

Note that Raz-Lee reserves the right not to provide the iSecurity Anti-Virus FREE Edition to all requestors.

### 3. LICENSE FEE

The LICENSE FEE for the PROGRAM is \$0 (zero USD).

### 4. MAINTENANCE

Unless maintenance is paid, the PROGRAM is provided "as is" without any warranties of any kind. LICENSEE may decide to purchase maintenance for the PROGRAM. Payment of the Maintenance Fee includes for the period of the maintenance:

- a. Upgrade of the PROGRAM to the Anti-Virus Enterprise Edition.

- b. Refinements and corrections to the PROGRAM as they become available, providing such refinements and corrections are not separately marketed and priced by Raz-Lee.
- c. Off-site technical assistance of the then current software release.

Once under Maintenance, the Maintenance will be automatically renewed for successive periods of 12 months unless otherwise specified in writing 30 days before the end of the period. The Maintenance Fee will be paid before the renewal date for the next 12 month maintenance period and will be computed as 20% of the then current price list for the Anti-Virus Enterprise Edition on the computer to be licensed, determined from time to time by Raz-Lee in accordance with Raz-Lee's official price list. LICENSEE confirms its awareness that Raz-Lee will provide maintenance, including upgrades and transfer of license between computers, exclusively to those LICENSEES who have paid uninterrupted maintenance.

### 5. UPGRADES and LICENSE TRANSFERS

Changes in hardware and software which require generation of new Authorization Code for the Program will be provided subject to the product being under maintenance.

### 6. TAXES

In addition to payments made under this agreement, LICENSEE agrees to pay amounts equal to any taxes resulting from this agreement, exclusive of taxes based on net income.

### 7. PROPRIETARY DATA

LICENSEE acknowledges that the PROGRAMS constitute trade secrets and proprietary data of Raz-Lee and its affiliates and that the PROGRAMS are and will remain the property of Raz-Lee and its affiliates both before and after termination or expiration of this agreement. LICENSEE agrees not to copy, sell, distribute or transfer the PROGRAM and/or Raz-Lee's proprietary information, or to allow the PROGRAM or



**RAZ-LEE SECURITY INC.**  
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proprietary information to be copied, sold, distributed or transferred.

Open Source software, which may be distributed alongside the PROGRAM, is not licensed under this agreement, but rather falls under the GENERAL PUBLIC LICENSE attached to the Open Source software.

#### **8. LIMITATION OF LIABILITY**

LICENSEE agrees that Raz-Lee's liability for damages, regardless of the form of action, is limited to the last sum received from the LICENSEE under this agreement. In no event will Raz-Lee be liable for any consequential damages, even if Raz-Lee has been advised of the possibility of such damages. In no event will Raz-Lee be liable for damages if the most current version of the PROGRAM is not used or during such time as the LICENSEE is not under MAINTENANCE or if the LICENSEE made use of the PROGRAM not in accordance with PROGRAM specifications and instructions.

#### **9. GOVERNING LAW**

The law governing any disagreements arising between LICENSEE and Raz-Lee will be the law effective in the United States.

#### **10. CONDITIONS**

LICENSEE agrees to provide, and keep current, proper connection details including e-mail, phone, address and contact person, and allows Raz-Lee to send promotional materials for its products.

Raz-Lee and LICENSEE agree that the existence of this Agreement is not a secret.

LICENSEE has read this agreement, understands it, and agrees to be bound by it.

Furthermore, LICENSEE and Raz-Lee agree that this agreement is the complete statement of terms and conditions for this transaction.