

DBSentry Corp.

END-USER LICENSE AGREEMENT

This License Agreement (Agreement) is a legal contract between you (a natural or legal person or organization) and DBSentry Corp. This Agreement gives you certain rights; without the rights under this Agreement, you are not allowed to use Samhita Document Management System (Samhita). **BY USING OR DOWNLOADING Samhita, YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.**

DBSentry Corp. may revise these terms at any time and the revised terms shall apply to the corresponding versions of Samhita distributed with the revised terms.

For the purposes of this Agreement,

License Fee

shall mean the fee you are obliged to pay for the right to use Samhita. License Fee is specified in the valid price list concerning License Fees and/or in the sales documentation related to Samhita.

DBSentry

shall mean DBSentry Corp. (www.dbsentry.com)

Samhita

shall mean Samhita Document Management System software programs in object code form and documentation, if any, as distributed with Samhita.

CPUs

shall mean the number of central processing units in the physical machines ("Servers") that are supporting the database and the application server for the samhita system.

Third Party Components

shall mean any components of the Software, whether in the form of a runtime version or object code, provided by third party vendors to the DBSentry for the sole purpose of being utilized as an embedded component of the Software object code.

Affiliate

shall mean any person, corporation or other entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, another person, corporation or entity.

Samhita is protected by copyright laws and international copyright treaties as well as other intellectual property treaties.

GRANT OF LICENSE

For Samhita, DBSentry grants you, pursuant to the terms and conditions of this Agreement, a non-exclusive, non-transferable, 30 day trial license, for evaluation purposes, to install and use the Software solely for your own internal business use.

You do not obtain title to Samhita or any intellectual property rights to Samhita. Title, ownership rights and intellectual property rights in and to Samhita shall remain the property of DBSentry.

Under this Agreement you may, subject to other terms and conditions of this Agreement, use Samhita as follows:

- install and use one (1) copy of Samhita on computers with predetermined CPUs, provided however, that you indicate the hostname of your referred computer in the installed Samhita;
- make one copy of Samhita solely for escrow purposes;
- you may allow subsidiaries, parent, or other Affiliates access to and use of the samhita, provided, however, that if your subsidiaries, parent or other Affiliates access and use the samhita, they shall each be bound by the terms and conditions and restrictions of this Agreement.
- transfer your copy of Samhita to another computers, provided that
 1. you inform DBSentry by E-mail of such transfer prior to its occurrence and
 2. the number of installed or used copies of Samhita never exceeds the number of valid licenses for Samhita held by you.

Under this Agreement you **shall not**:

- sub-license, rent, lease, copy, convey, modify, translate, transfer to a computer belonging to a third party, convert to another programming language, reverse-engineer, decompile or disassemble Samhita or any part of it for any purpose;
- use documentation related to Samhita for any purpose other than to support your use of Samhita;
- remove any copyright or trademark notices, or any other proprietary legends from Samhita;
- attempt to reverse engineer or decompile code of Samhita;

- transfer your rights under this Agreement to a third party.
- use Third Party Components, licensed as part of or for use with the Samhita under this Agreement, as a separate, stand-alone product, and shall only use it in conjunction with the Samhita licensed hereunder for the sole purposes set forth herein.

DELIVERY OF Samhita

DBSentry shall not be obliged to deliver Samhita to you before receipt by DBSentry or its Distributor of the applicable License Fee. In case DBSentry has delivered Samhita to you before DBSentry has received the License Fee and DBSentry does not receive your License Fee within thirty (30) days of delivery of Samhita DBSentry shall have the right to terminate this Agreement immediately by a notice to that effect. Upon termination you must destroy Samhita and all copies thereof.

UPGRADES

As long as your one-year license for Samhita is valid you are entitled to free upgrades of Samhita.

MAINTENANCE

DBSentry shall provide support or maintenance for Samhita for the period of one-year, from the purchase date of this license, under this Agreement. A separate software agreement needs to be purchased for future maintenance.

TAXES

You are liable for taxes relating to the payment of License Fee.

LIMITED WARRANTY

Samhita IS PROVIDED FOR YOUR USE AS IS WITHOUT WARRANTY OF ANY KIND TO THE EXTENT PERMITTED BY APPLICABLE LAW. DBSentry EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **THE ENTIRE RISK AS TO THE**

QUALITY AND PERFORMANCE OF Samhita LIES WITH YOU.

LIMITATION OF LIABILITY

DBSentry SHALL NOT IN ANY WAY BE RESPONSIBLE FOR Samhita's ABILITY TO REPEAL A SPECIFIC VIRUS OR FOR DAMAGES CAUSED BY AN UNSUCCESSFUL VIRUS PROTECTION.

DBSentry SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) EVEN IF DBSentry HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL TOTAL LIABILITY OF DBSentry UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF LICENSE FEE PAID BY YOU FOR Samhita.

TERMINATION

This Agreement and your right to use Samhita terminates at the ending of the last day of the term of the license you have purchased and paid for, or in case of an evaluation license, at the ending of the last day of the term of your evaluation license.

In case you are in breach of any of the terms and conditions of this Agreement DBSentry has the right to terminate this Agreement by a notice to that effect.

Upon termination of this Agreement for whatever reason you must destroy Samhita and all copies thereof (and documentation, if any, and all copies thereof).

You may terminate this Agreement at any time by destroying Samhita and all copies thereof. You will not be refunded any part of License Fee.

Provisions of Sections No Warranty, Limitation of Liability and Termination shall survive any termination of this Agreement.

APPLICABLE LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Virginia (USA), without regard to conflicts of law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly

excluded.

MISCELLANEOUS

The captions of this Agreement do not form a part of this Agreement nor may they be used to assist in its interpretation.

No delay, neglect or forbearance by DBSentry in enforcing against you any term or condition of this Agreement shall be, or deemed to be, a waiver nor shall it in any way prejudice any right of DBSentry under this Agreement.

Should a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue in full force and effect.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between DBSentry and you with respect to the use of Samhita, and supersedes all prior or contemporaneous understandings and agreements, written or oral, regarding such subject matter.