

## Attachment B – Software License Agreement

**This SOFTWARE LICENSE AGREEMENT (“SLA”) is entered into on the “Effective Date” (as defined In Sales Quote) by and between CUSTOMER (“Customer”) and Actify, Inc. (“Actify”), and describes the terms and conditions pursuant to which Actify will provide Software License to Customer subject to the General Terms and Conditions described in Attachment A.**

- 1. Grant of Limited License. Software Use Restrictions.** In consideration for your acceptance of the terms and conditions of this Agreement and your payment of the license fees described in our invoice, Actify grants to you (or, if you will use the Software as an employee of a company, your employer) a non-transferable and non-exclusive right to use and execute the Software on a single computer, without right to sublicense or distribute the Software (except as provided in SLA Section 3 below). Under no circumstance may you store, use or allow the use of the Software in any manner on more than one computer at one time. However, you may use remote access technologies, such as the Remote Desktop features in Microsoft Windows or NetMeeting, to access and use your licensed copy of the Software, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Software with a remote access device. These remote desktop rights do not permit you to use the Software on both the device hosting the remote desktop session and the access device at the same time. You may also permit any device to access and use your licensed copy of the Software for the purpose of providing you with technical support and maintenance services. You agree that Actify has the right to audit to verify that the number of computers running the Software corresponds with the number of licenses paid for. You agree that you will not modify, reverse engineer, decompile or disassemble any portion of the Software.
- 2. Duplication Restrictions.** In order to affect your license rights hereunder, you may install the Software by duplicating it onto the hard disk drive or into the CPU memory of a computer for use thereon, and you may make full or partial copies of the Software, but only as necessary for backup or archival purposes or for purposes of distribution pursuant to SLA Section 3 below. You agree that (i) your use and possession of such copies shall be solely under the terms and conditions of this Agreement, and (ii) you shall place the same proprietary and copyright notices and legends on all such copies as included by Actify on any media containing an authorized copy of the Software originally provided by Actify.
- 3. Distribution of the Software to Others.** You may not duplicate the Software except for backup and archival purposes. You may not distribute the Software to others unless (i) you transfer all your rights hereunder to the recipient; (ii) the recipient agrees to abide by all of the terms of this license agreement; and (iii) you do not retain any copy of the Software or its documentation. In any event, you may not make copies of the Software for distribution to others or allow copies of the Software to be made by someone else.
- 4. Transfer Restrictions.** Except as expressly provided in SLA Section 3 above, you may not transfer the Software and/or assign this License to any third party. If you attempt to transfer or assign this License—such transfer or assignment will be void and without effect.
- 5. Export Restrictions.** You may not export or re-export any Software or other technology received under this Agreement except in full compliance with all United States and other applicable laws and regulations. In particular, none of such Software or technology may be exported or re-exported into (or to a national or resident of) any country to which the U.S. embargoes goods, or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders.
- 6. Other Restrictions.** The Software may not be used to create .3D files as part of an ASP (application service provider) service or any other online service.

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8. *Privacy Issues.* Actify requires that you activate this product in order to verify that you are installing an authentic Actify product. When you activate this product, you are not required to send any personal information to Actify. Activation is completely anonymous. During activation, the product creates a unique hardware identifier that represents the configuration of the computer at the time of activation. The hardware identifier does not include any of your personal information, information about software or data that may reside on your computer, or information about the specific make or model of your computer. The hardware identification only identifies the computer for the sole purpose of activation. The activation technology in the product can detect and tolerate changes to your computer configuration. Minor upgrades will not require re-activation. If you replace your hard drive or your motherboard you may be required to activate the product again. When activating over the Internet or telephone, the following information is transmitted to Actify solely for the purpose of completing activation: the hardware identifier, an activation request code, the product serial number, and the name, version, and language of the product and operating system. This anonymous information is only used to generate a license for your product. For more details, please visit: [www.actify.com](http://www.actify.com). After activation you may also choose to register your product. The product registration process is a separate and distinct process from activation. If you choose to register your product, the information that you provide will be securely stored by Actify. Actify does not allow the selling of any user-provided information to third parties. Actify respects the rights users give us when opting to receive e-mail communications and enforce internal policies to preserve those rights. It is our objective to retain the long-term ability to continue to communicate with our users. For more detailed information, please visit: [www.actify.com](http://www.actify.com). If you believe that Actify has not adhered to these privacy principles, please notify us by postal mail.