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END-USER LICENSE AGREEMENT FOR DIGISTAMP'S "E-TIMESTAMP", "SECURETIME INTERET BASED SERVICE" "IP PROTECTOR", "SECURETIME API TOOLKIT", "SECURETIME PROXY", AND "SECURETIME SERVER" PRODUCTS AND SERVICES (VERSION 1.3)

IMPORTANT— READ CAREFULLY: This DIGISTAMP End-User License Agreement ("EULA") is a legal agreement between DigiStamp, Inc. ("DIGISTAMP") and you (either an individual or a single entity) ("YOU") (DIGISTAMP and YOU may be collectively referred to herein as the "Parties"), for the software products and services identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (the "SOFTWARE PRODUCT"). The SOFTWARE PRODUCT includes access to internet based services to create digital timestamps, the digital timestamps, and evidence records which reinforce or include digital timestamps. The SOFTWARE PRODUCT includes all of the contents of the media with which this EULA is provided, including but not limited to (i) DIGISTAMP or third-party software; (ii) digital images, stock photographs, clip art, or other artistic works; (iii) any and all supporting documentation; and (iv) any updates and supplements to the original SOFTWARE PRODUCT provided to YOU by DIGISTAMP. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to YOU under the terms of that license agreement. DIGISTAMP, at its discretion, may store copies of the SOFTWARE PRODUCT in the DigiStamp Archive ("ARCHIVE"). The contents of the ARCHIVE are solely the property of DIGISTAMP and are to be USED, DISTRIBUTED, or PUBLISHED solely at the discretion of DIGISTAMP. YOU agree to NEVER, under ANY CIRCUMSTANCES or for ANY PURPOSE, ENCOURAGE, COERCE, FORCE, or through other means CAUSE DIGISTAMP to DELETE or REMOVE any information from the ARCHIVE. By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, YOU agree to be bound by the terms of this EULA. If YOU do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT. If YOU do not agree to the terms of this EULA, YOU may return the SOFTWARE PRODUCT within 30 days with proof of purchase to YOUR place of purchase for a full refund of the license fee paid by YOU; provided, however, if the SOFTWARE PRODUCT is provided to YOU free-of-charge, YOU will not be entitled to any refund. By installing, copying, downloading, accessing, or otherwise using

the SOFTWARE PRODUCT YOU also agree and acknowledge that this EULA may be periodically modified. Upon notification of any such modification, YOU may be required to accept a new EULA as a condition of continued use of the SOFTWARE PRODUCT and any associated client-server applications, and possibly the timestamping service entirely.

Should YOU have any questions concerning this EULA, or if YOU desire to contact DIGISTAMP for any reason, please write: DIGISTAMP / 2525 Turtle Creek Blvd Ste 403 Dallas, Texas, USA 75219.

Article I. License to access Internet based timestamp services

Section 1.01 LIMITATIONS ON THE NUMBER OF VALIDATION REQUESTS.

YOU hereby accept that DIGISTAMP, at its sole discretion, can limit your access to the service to only one (1) timestamp or other service request in any one (1) second time span, including requests to access the ARCHIVE.

Section 1.02 YOUR OBLIGATION TO VERIFY.

YOU hereby accept that YOU are obligated to VERIFY the SOFTWARE PRODUCT at the time of receipt. We may provide tools for you to verify the SOFTWARE PRODUCT, but have no obligation to do so.

Section 1.03 YOUR OBLIGATION TO SECURE.

YOU hereby accept that YOU are obligated to safeguard your password and not to designate authentication IP addresses you are not the sole addressee for. YOU are obligated to ensure others cannot gain authenticated access to your account, and to keep your account information current.

Article II. SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

Section 2.01 GRANT OF NON-EXCLUSIVE LICENSE.

This EULA grants YOU the following non-exclusive rights:

(a) Applications Software.

Upon YOUR acceptance of this EULA, YOU may install, use, access, display, run, or otherwise interact with (“USE”) one copy of the SOFTWARE PRODUCT licensed hereunder, or any prior version for such SOFTWARE PRODUCT if and only if the SOFTWARE PRODUCT is provided free-of-charge, upon YOUR acceptance of this EULA, YOU may USE an unlimited number of copies of the SOFTWARE PRODUCT, and this EULA shall apply to all such copies.

(b) Applications Software Updates.

YOU may be required to USE the latest release or update of the SOFTWARE PRODUCT in order to continue using the timestamping service. In the event that YOU desire to continue USING a past release of the SOFTWARE PRODUCT, YOU may be required by DIGISTAMP to accept modifications to this EULA.

(c) Documentation.

If the SOFTWARE PRODUCT contains documentation that is provided only in electronic form, YOU may print the electronic documentation solely for YOUR use in connection with YOUR authorized USE of the SOFTWARE PRODUCT as provided in this EULA.

(d) Reservation of Rights.

All rights not expressly granted herein are reserved by DIGISTAMP.

Section 2.02 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**(a) Not for Sale to, Nor for Use by, Other Digital Timestamp Providers.**

YOU may not USE the SOFTWARE PRODUCT as a means of creating timestamps or digital receipts in conjunction with any timestamp provider other than DIGISTAMP or any product other than DIGISTAMP products. If you are a Digital Timestamp Provider you may not USE the SOFTWARE PRODUCT for any purpose.

(b) Not for Resale.

YOU may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

(c) Limitations on Reverse Engineering, Decompilation, and Disassembly.

YOU shall not, and shall not allow any third party, to decompile, disassemble, reverse translate, decompose, or in any other manner decode or otherwise reverse engineer the SOFTWARE PRODUCT in order to derive, reconstruct, discover or for any other reason, any source code, underlying ideas, algorithms, file formats or programming by any means whatsoever. In addition, YOU shall not remove any product identification, copyright or other notices from the SOFTWARE PRODUCT. YOU recognize and agree that any USE or attempted USE in violation of this Section

2.3 will cause irreparable harm to DIGISTAMP, that there is no adequate remedy at law for such harm and that DIGISTAMP is therefore entitled to equitable relief (including, without limitation, injunctions) in addition to any other legal remedies which might be available. The terms of this Section 2.3 shall survive the expiration or termination of this EULA.

(d) Intellectual Property Rights in the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is wholly owned by DIGISTAMP, its suppliers, or its partners. This EULA does not grant YOU any rights in connection with any trademark, patent, copyright, or service mark of DIGISTAMP. Except for the limited license granted to YOU in Section 1 above, this EULA does not grant YOU any rights in or to the SOFTWARE PRODUCT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, logos, photographs, animations, video, audio, music, text, and “applets” incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by DIGISTAMP, its suppliers, or its partners. All title and intellectual property rights in and to any third party content that may be accessed through USE of the SOFTWARE PRODUCT is the property of the respective third party content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants YOU no rights to use any such third party content.

(e) Separation of Components.

The SOFTWARE PRODUCT is licensed as a single entity. Its component parts may not be separated for USE on more than one COMPUTER.

(f) Rental or Resale.

YOU may not rent, lease, lend, sell, or resell the SOFTWARE PRODUCT.

Section 2.03 RELATED SERVICES.

YOU hereby expressly acknowledge and agree that DIGISTAMP’s products and services inherently use communications external to the COMPUTER. DIGISTAMP shall not be responsible for payment of any network or communications services and shall not be responsible for establishing nor providing such services.

Section 2.04 INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION.

YOU agree to indemnify and hold harmless DIGISTAMP from any and all loss, liability, and expense (including reasonable attorneys’ fees and court costs) incurred by DIGISTAMP as a result of any claim, demand, or action brought against DIGISTAMP as a result of YOUR unauthorized USE of the SOFTWARE PRODUCT.

Section 2.05 ASSIGNMENT.

This EULA and the rights granted to YOU hereunder are not assignable nor transferable by YOU

without the prior written consent of DIGISTAMP, and any attempt to do so without such consent shall be void. DIGISTAMP may assign this EULA without consent from YOU. YOU shall notify DIGISTAMP of any transfer of all or substantially all of the business or assets of YOU pertaining to the subject matter hereof, whether by merger, operation of law, reorganization, acquisition or otherwise, and DIGISTAMP reserves the right to terminate or renegotiate the license(s) granted to YOU hereunder if such change may affect the scope of YOUR USE of the SOFTWARE PRODUCT.

Article III. General terms of license

Section 3.01 TERMINATION.

Without prejudice to any other rights, DIGISTAMP may unilaterally terminate this EULA and the rights granted to YOU hereunder upon written or electronic notice to YOU. Such termination notice may be delivered to YOU electronically as a message that YOU receive when using the SOFTWARE PRODUCT. The rights granted to YOU under this EULA shall also automatically terminate upon YOUR failure to comply with the terms of this EULA.

(a) Effect of Termination.

Upon termination of this EULA, YOU shall immediately cease YOUR USE of all SOFTWARE PRODUCT licensed to YOU hereunder. YOU shall have no right thereafter to USE the SOFTWARE PRODUCT or any portion thereof in any manner whatsoever.

Termination of this EULA shall not relieve YOU of YOUR obligations arising hereunder prior to the date of termination.

Section 3.02 U.S. GOVERNMENT RESTRICTED RIGHTS.

All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations is provided with the commercial rights and restrictions described elsewhere herein. All other rights are reserved by DIGISTAMP.

Section 3.03 EXPORT RESTRICTIONS.

This SOFTWARE PRODUCT has been classified by the U.S. Government as exportable but with restrictions, therefore the following restrictions apply: YOU agree that YOU will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. YOU specifically agree not to export or re-export any of the Restricted Components to (i) any country to which the U.S. has embargoed or restricted the export of goods or services, which currently includes, but is not necessarily limited to Cuba, Iran, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) any person or entity that YOU know or have reason to know will utilize

the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. YOU warrant and represent that neither the Department of Commerce's BXA nor any other U.S. federal agency has suspended, revoked or denied YOUR export privileges.

Section 3.04 FEE FOR SERVICE.

YOU acknowledge and understand that DIGISTAMP may charge a transaction fee for YOUR USE of the SOFTWARE PRODUCT. DIGISTAMP may suspend or terminate YOUR account or YOUR access to DIGISTAMP's services if any YOUR account with DIGISTAMP is delinquent, not paid-in-full, or otherwise not in compliance with the payment terms set forth by DIGISTAMP. DIGISTAMP shall be held harmless AND NOT LIABLE for any damages resulting from the suspension or termination of YOUR account or access to DIGISTAMP's services as provided herein.

Section 3.05 ARCHIVE ACCESS.

YOU acknowledge and understand that DIGISTAMP may charge a fee for providing you the SOFTWARE PRODUCT contained in the ARCHIVE when access is not provided by an active subscription or other agreement. DIGISTAMP shall be held harmless AND NOT LIABLE for any damages resulting from inability to access the ARCHIVE. In order to be provided the SOFTWARE PRODUCT stored in the ARCHIVE, you may be required to PRESENT THE DATA THE SOFTWARE PRODUCT WAS CREATED FOR to DIGISTAMP for the purpose of confirming that YOUR use of the SOFTWARE PRODUCT complied with this EULA. If such presentation is required by DIGISTAMP, DIGISTAMP shall be granted no further rights to the presented data; specifically, DIGISTAMP shall NOT have rights to REUSE, DISTRIBUTE, or PUBLISH the presented data.

Section 3.06 INITIAL PAYMENT DUE UPON EXECUTION.

YOU shall remit to DIGISTAMP 100% of any fees due and payable under the terms of this EULA in order to create a legally enforceable contract.

Section 3.07 PAYMENT OF TAXES.

YOU are responsible for all applicable sales and usage taxes, and personal taxes imposed by any local, state or federal government, except for the taxes on the net income of DIGISTAMP, and hereby agree to so pay.

Section 3.08 TECHNICAL SUPPORT SERVICES.

Subject to the terms and conditions of this EULA, DIGISTAMP may provide YOU with support services related to the SOFTWARE PRODUCT ("SUPPORT SERVICES"). Use of SUPPORT SERVICES is governed by the DIGISTAMP policies and programs described in the documentation

supplied with the SOFTWARE PRODUCT, in “online” documentation, and/or in other DIGISTAMP-provided materials. Any supplemental software code provided to Licensee as part of the SUPPORT SERVICES shall be considered part of the SOFTWARE PRODUCT and shall be subject to the terms and conditions of this EULA. Any technical information provided by YOU may be used by DIGISTAMP free of charge in order to improve its product and support development. DIGISTAMP reserves the right at any time to cease support of the SOFTWARE PRODUCT and to alter the price structure, features, specifications, capabilities, functions, terms or general availability thereof (limited by *DigiStamp Time-Stamping Authority Policy and Practice*).

Section 3.09 GOVERNING LAW.

THIS EULA SHALL BE DEEMED TO BE EXECUTED IN DALLAS COUNTY, TEXAS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES AND WITHOUT REGARD TO THE 1980 UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

Section 3.10 JURISDICTION/VENUE.

If YOU reside in the U.S. or are a U.S. corporation or U.S. entity, all disputes arising out of this EULA or the interpretation, making, performance, breach or termination thereof, will be subject to the exclusive jurisdiction and venue of the Texas state courts in and for the County of Dallas or, if there is exclusive federal jurisdiction, then of the federal courts of the Northern District of Texas, and the Parties hereby consent to the personal and exclusive jurisdiction of these courts. Notwithstanding the foregoing, if YOU are a foreign corporation or entity, the provisions of Section 18 shall apply.

Section 3.11 ARBITRATION.

If YOU are not a U.S. corporation or entity, any dispute or claim arising out of or related to this EULA, or the interpretation, execution, performance, breach or termination thereof, shall be finally settled by binding arbitration in Dallas, Texas (or such other location as is mutually agreed upon in writing by the Parties) under the American Arbitration Association Arbitration Rules, by one arbitrator appointed in accordance with said Rules. However, at the written request of either party, the arbitration shall be conducted by three arbitrators with each party selecting one arbitrator and the third arbitrator selected in accordance with the Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereover. The arbitrator(s) shall apply Texas law to the merits of any dispute or claim, without regard to any conflict of laws provision. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrators. At the request of either party, the arbitrators will enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings. The costs of the arbitration, including administrative and arbitrators fees that may become due during the course of the arbitration, shall be shared equally by the Parties; provided, however, that upon the conclusion of the arbitration, the prevailing Party shall be awarded and shall be entitled to recover the costs of the arbitration paid previously by that Party. The arbitral proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in another language shall be submitted in English translation accompanied by the original or true copy

thereof.

Section 3.12 UNICITRAL EXCLUSION.

The terms of the United Nations Convention on Contracts for the International Sale of Goods [UNCITRAL] are excluded from this EULA.

Section 3.13 AMENDMENTS, MODIFICATIONS, AND WAIVERS.

The terms of this EULA may only be modified by DIGISTAMP. DIGISTAMP reserves the right at any time to cease the support of the SOFTWARE PRODUCT and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the SOFTWARE PRODUCT. No delay or failure by DIGISTAMP to exercise or enforce at any time any right or provision of this EULA will be considered a waiver thereof or of DIGISTAMP's right thereafter to exercise or enforce each and every right and provision of this EULA. No single waiver will constitute a continuing or subsequent waiver.

Section 3.14 EQUITABLE RELIEF.

YOU agree that DIGISTAMP will have the right to enforce this EULA and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that DIGISTAMP may have for a breach of this EULA.

Section 3.15 DIGISTAMP AS EXPERT WITNESS.

In the event that YOU wish to use a DIGISTAMP employee or consultant to testify in court or any other legal or quasi-legal proceeding in order to establish the reliability of any DIGISTAMP timestamping, DIGISTAMP may, at its sole discretion, agree to provide such expert testimony and Evidence Records from the DigiStamp Repository. YOU hereby agree that in such an event, YOU shall fully reimburse DIGISTAMP for any and all reasonable costs and expenses as determined by DIGISTAMP or its employee for participating in such proceeding. In addition, YOU agree to pay a reasonable expert witness fee in an amount that shall be negotiated in good faith by the Parties in the event such an occurrence arises.

Section 3.16 HEADINGS AND REFERENCES.

The headings and captions used in this EULA are used for convenience only and are not to be considered in construing or interpreting this EULA.

Section 3.17 FORCE MAJEURE.

DigiStamp will not be liable for any failure or delay in performance under this Agreement which is due to any event beyond its reasonable control, including without limitation, fire, explosion, unavailability of resources, internet outages, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

Section 3.18 Waiver.

DigiStamp's failure to enforce a provision is not a waiver of its right to do so later.

Section 3.19 SEVERABILITY.

If any part of this EULA is found void and unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to the terms.

Section 3.20 ASSIGNMENT.

You may not assign any of your rights under these Terms, and any such attempt will be void. DigiStamp may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the SOFTWARE PRODUCT.

Section 3.21 ENTIRE AGREEMENT.

This EULA and the Warranty, Warranty Disclaimers and Limitations on Liability set forth below combine with the *DigiStamp Time-Stamping Authority Policy and Practice (TSA Policy)* constitute the entire agreement between the Parties and replaces and makes void any other oral or written agreement which may have been previously entered into. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this EULA, TSA Policy. Other terms modifying or making exception to the present EULA shall be considered valid only if established in writing and signed by both Parties.

Article IV. WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS ON LIABILITY

Section 4.01 LIMITED WARRANTY FOR THE SOFTWARE PRODUCT.

DIGISTAMP warrants that (1) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt and (2) any SUPPORT SERVICES provided by DIGISTAMP shall be substantially as described in applicable written materials provided to YOU by DIGISTAMP. Should any failure of the SOFTWARE PRODUCT result from YOUR accident, abuse, misapplication, modification or any other unauthorized USE, DIGISTAMP shall be relieved of any liability under the terms of this EULA whether such failure occurs within the ninety (90) day warranty period or not, and YOU will be considered to have materially breached this EULA.

Section 4.02 YOUR REMEDIES.

During the 90 day warranty period, YOUR exclusive remedies shall be, at DIGISTAMP's option, to either (a) receive a refund of the price paid for the SOFTWARE PRODUCT, if any, or (b) to have the SOFTWARE PRODUCT repaired or replaced. Any claim by made by YOU during the 90 day warranty period must be submitted to DIGISTAMP in writing, along with the subject SOFTWARE PRODUCT and a copy of YOUR receipt therefor. Any replacement SOFTWARE PRODUCT provided to YOU pursuant to this Section 2 will be warranted for the remainder of the original warranty period. Outside the United States, the aforementioned remedies and any SUPPORT SERVICES offered by DIGISTAMP are not available to YOU without proof of purchase from an authorized international source.

Section 4.03 VALIDITY AND ACCURACY.

DIGISTAMP does not warrant the accuracy of any product resold, loaned, leased or otherwise transferred by YOU. YOU hereby acknowledge that the SOFTWARE PRODUCT is not fault tolerant; is not designed, manufactured or intended for the use in any applications not specifically covered by the terms of this EULA or the appropriate Documentation; and should not be used as a time source for real-time or life-endangering applications.

Section 4.04 PROTECTION OF YOUR INTELLECTUAL PROPERTY RIGHTS.

DIGISTAMP makes no warranty of any kind that USE of the SOFTWARE PRODUCT in any manner guarantees or completely assures the legitimacy of any of YOUR intellectual property, proprietary information, data or any trade secret, patent, trademark or copyright. The SOFTWARE PRODUCT is merely intended to assign a date and time record to the creation of any timestamped material. In the event YOU USE the SOFTWARE PRODUCT as a means of protecting YOUR intellectual property or any other legal rights, DIGISTAMP shall not be obligated to defend, in any manner, the SOFTWARE PRODUCT, or the techniques and/or expertise associated with the SOFTWARE PRODUCT unless the Parties agree otherwise in writing.

Section 4.05 APPLICATION OF LOCAL LAW.

Some local laws may not recognize the veracity and admissibility of digital timestamp to prove the existence of digital content before a certain point-in-time. It is YOUR responsibility to determine whether the applicable law in the locale in which YOU intend to USE the SOFTWARE PRODUCT will recognize this digital timestamp.

Section 4.06 SECURITY.

Despite the fact that the SOFTWARE PRODUCT uses U.S. government certified equipment that is highly-secure and that uses a 2,048 bit encryption system, the Parties hereto agree that DIGISTAMP shall not be held liable for the failure of any of the SOFTWARE PRODUCT'S security measures or the compromising of the system by any third party without regard to the extent of the damage suffered by YOU as a result.

Section 4.07 NO OTHER WARRANTIES.

THE LIMITED WARRANTIES PROVIDED IN SECTION 1 ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, AND CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES OF DIGISTAMP WITH RESPECT TO THE SOFTWARE PRODUCT AND SUPPORT SERVICES. DIGISTAMP SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, AND YOU RELEASE AND WAIVE, ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NONINFRINGEMENT, OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SOFTWARE PRODUCT AND SUPPORT SERVICES (IF ANY) ARE PROVIDED "AS IS." DIGISTAMP DOES NOT WARRANT THAT THE SOFTWARE PRODUCT IS ERROR FREE, THAT YOU WILL BE ABLE TO OPERATE THE SOFTWARE PRODUCT WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE SOFTWARE PRODUCT IS NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION. DIGISTAMP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT THE SOFTWARE PRODUCT WILL OPERATE IN ANY COMBINATION WHICH MAY BE SELECTED BY YOU, OR THAT ANY DEFECTS THAT MAY EXIST IN THE SOFTWARE PRODUCT WILL BE CORRECTED. YOU SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SOFTWARE PRODUCT. DIGISTAMP MAKES NO WARRANTY, AND YOU ASSUME THE ENTIRE RISK, AS TO THE INTEGRITY OF THE RESULTS, CAPABILITIES, SUITABILITY, USE OR PERFORMANCE OF THE SOFTWARE PRODUCT. IN NO EVENT SHALL DIGISTAMP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OR PERFORMANCE OF THE SOFTWARE PRODUCT.

Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to YOU. The limited warranty provided herein gives YOU specific legal rights, and YOU may also have other legal rights, which vary from state to state.

Section 4.08 LIMITATION OF LIABILITY AND REMEDY.

To the maximum extent permitted by applicable law, in no event shall DIGISTAMP or its suppliers be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, loss of savings, loss or inaccuracy or corruption of data, business interruption, loss of business or personal information, or any other pecuniary loss) arising out of the USE of or inability to USE the SOFTWARE PRODUCT or the provision of or failure to provide SUPPORT SERVICES, even if DIGISTAMP has been advised of the possibility of such damages. This limitation applies whether damages are sought, or a claim made, under this EULA or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation cannot be waived or amended by any person. In any case, DIGISTAMP's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by YOU for the SOFTWARE PRODUCT or U.S.\$5.00; provided, however, that if YOU enter into a DIGISTAMP SUPPORT SERVICES Agreement,

DIGISTAMP's entire liability regarding SUPPORT SERVICES shall be governed by the terms of that agreement. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to YOU.

YOU UNDERSTAND AND ACKNOWLEDGE THAT DIGISTAMP IS NOT RESPONSIBLE FOR, AND WILL HAVE NO LIABILITY FOR, HARDWARE, SOFTWARE, OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN DIGISTAMP.

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