

END USER LICENSE AGREEMENT

These license terms are an agreement between ATConsulting LLC (hereafter "ATConsulting" or "we") and You (hereafter "you", "your"). Please read them. They apply to the software that accompanies these license terms. ATConsulting is willing to license the to you only on the condition that you accept all of the terms of this agreement.

If you do not agree to these conditions, click the "Cancel" button or otherwise indicate refusal by terminating the installation and make no further use of the software. BY USING THE SOFTWARE YOU ACCEPT THESE TERMS.

The software is protected by Copyrights and other intellectual property rights. This agreement is a license agreement and not an agreement for sale or transfer of title.

THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN ATCONSULTING AND YOU RESPECTING THE SOFTWARE.

This software is being made available for free, "Personal Use" only and no commercial use whatsoever is permitted whether or not any remuneration is involved. You may NOT use the software in support of any third party whatsoever without our express written permission.

1. Personal Use means:

- a. You can use the software to audit your own PC or any PC owned by you personally as an individual person;
- b. If you are auditing a PC owned by your own company, you may do so provided that the use is intended for ad-hoc, as-needed audit of the PC and not in part or in whole of a PC software and/or hardware inventory process of your company's PC hardware and software.

1. License.

Subject to the terms, covenants, conditions and limitations contained in this Agreement, ATConsulting grants you a nonexclusive, nontransferable limited right and license to use the software in machine readable object code only. Except as may be modified by ATConsulting in writing to you either preceding or following this agreement, your rights and obligations with respect to the use of the software are as follows:

- a. You may install the software only on computers that are owned or leased by you;
- b. You may not install the software on any third party computers nor use the software in any manner on third party computers;
- c. You may not sublicense, rent, lease, share or loan any portion of the software;
- d. You may not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works of the software;
- e. You may not make any part of the software or any documentation accompanying the software, either as individual components, or as a single file, available for download or other system or method of distribution from any computer or server or via media of any kind without the express written consent of ATConsulting;

f. You may not use any part of the software in any computer program, automated system or service that is not provided by ATConsulting without express written authorization from ATConsulting. The software is only for use "as is" and not redistributable in any form whatsoever as a component of or tool used by any other software except with the express written authorization from ATConsulting;

g. You may not use the software in any manner not authorized by this license;

h. You may not provide hyperlinks on your website(s) to this product without the express written consent of ATConsulting;

2. Limited Warranty and Disclaimer of Damages:

ATConsulting does not warrant that the Software or Documentation will meet Your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free. ATCONSULTING IS PROVIDING THE SOFTWARE AND THE DOCUMENTATION "AS IS." ATCONSULTING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION, OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ATCONSULTING KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR CONDITIONS OF TITLE OR NONINFRINGEMENT, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ATCONSULTING ALSO EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ATCONSULTING OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION EVEN IF ATCONSULTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL ATCONSULTING'S LIABILITY OR ITS LICENSORS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE SOFTWARE, WHICH AS FREEWARE IS ZERO. The disclaimers and limitations set forth above will apply regardless of whether You accept the Software.

SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE EXCLUSION OF LIMITED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

3. Termination.

In addition to any other remedies available at law, in equity or under this Agreement, ATConsulting may terminate any or all licenses granted by this Agreement if You breach any of the obligations under this Agreement. Given the nature of sales conducted via the internet, through third-parties such as software resellers and other factors, it may not always be possible to contact you as we may not have complete contact information, incorrect information, or where delivery of electronic mail is blocked by you or your service providers, or has been

rendered obsolete by terminating an email service or changing email accounts. ATConsulting will make reasonable efforts to contact you regarding any breaches and if such breaches are not remedied within ten (10) days after we contacted you, ATConsulting will immediately terminate the Agreement and the license granted herein.

Notwithstanding the above, ATConsulting may immediately terminate this Agreement and the licenses granted if you breach your limitations on your right to copy, modify, distribute or transfer the Software or Documentation, reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software or Documentation, or violate the "Personal Use" terms preceding. Any termination shall terminate all rights granted to You under this Agreement but shall not affect Your obligations under Section 4, which shall remain in effect after termination. Upon such termination You will:

a. Delete the software from all your computers and/or third-party computers on which you have installed or copied the software;

b. Delete all data in any format including data imported into any databases, spreadsheets, or other documents using the data obtained by the software;

c. Delete any part of the software or any documentation accompanying the software, either as individual components, or as a single file from any server or other system or method of distribution from any computer or destroy all physical media containing said file or files;

d. Remove an hyperlinks from your website(s) pointing to the software;

3. Within five (5) days after this Agreement terminates for any reason, you shall certify to ATConsulting in writing that you have complied with all requirements set forth in this Section 3. Nothing in this paragraph shall be construed to grant You any rights that are inconsistent with the restrictions set forth this Agreement.

4. Proprietary Rights and Restrictions:

You may not make any changes, additions, enhancements or modifications to the Software or Documentation without the express prior written consent of ATConsulting, whose consent shall be granted or withheld in ATConsulting's sole discretion. You acknowledge that the Software and the Documentation, any enhancements, corrections, and modifications to the Software and the Documentation (regardless whether made by You or anyone else) and all copyrights, patents, trade secrets, trademarks and other intellectual property rights protecting or pertaining to any aspect of the Software or the Documentation (or any enhancements, corrections or modifications) are and shall remain the sole and exclusive property of ATConsulting.

You acknowledge that money damages may not be an adequate remedy for any breach or violation of any requirement set forth in this Section 3 and that any such breach or violation may leave ATConsulting without an adequate remedy at law. You therefore agree that, in addition to any other remedies available at law, in equity or under this Agreement, ATConsulting shall be entitled to obtain injunctive relief from a court of competent jurisdiction to restrain any such breach or violation.

8. No Assignment/No Third Party Beneficiaries:

This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. You may not assign this Agreement or any of the rights or obligations created hereunder without the express prior written consent of ATConsulting.

This prohibition on assignment includes the assignment (or attempt to assign) by You of any of Your rights or obligations under this Agreement: (i) to any of Your affiliates; (ii) as a part of the sale of all or substantially all of Your assets; or (iii) pursuant to a merger, consolidation or corporate reorganization. ATConsulting has the right to assign this Agreement without Your prior written consent. Nothing in this Agreement is intended to or shall confer any rights or remedies on any person other than the parties hereto, their respective successors and assigns.

9. Controlling Law and Severability.

This Agreement shall be governed by the laws of the State of Connecticut and You consent to the jurisdiction and venue of Connecticut courts as the exclusive forum for all disputes concerning this Agreement, the Software or the Documentation. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

10. No Waiver:

Either party's failure to enforce any right granted by this Agreement or to take action in response to any breach of this Agreement shall not be deemed a waiver of that party's right to enforce any other right or to take action in response to any other breach.

11. Complete Agreement.

This License constitutes the entire agreement between You and ATConsulting with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter.

12. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.