

END-USER LICENSE AGREEMENT FOR DANILO PRIORE SOFTWARE

IMPORTANT-READ CAREFULLY: This End User License Agreement (this "**EULA**") contains the terms and conditions regarding your use of the SOFTWARE (as defined below). This EULA contains material limitations to your rights in that regard. You should read this EULA carefully and treat it as valuable property.

I. THIS EULA.

1. **Software Covered by this EULA.** This EULA governs your use of the Danilo Priore software product(s) ("DPS") enclosed or otherwise accompanied herewith (individually and collectively, the "**SOFTWARE**"). The term "SOFTWARE" includes, to the extent provided by DPS: 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and 4) any associated media, documentation (including physical, electronic and on-line) and printed materials (the "**Documentation**").

2. **This EULA is a Legally Binding Agreement Between You and DPS.** If you are acting as an agent of a company or another legal person, such as an officer or other employee acting for your employer, then "you" and "your" mean your principal, the entity or other legal person for whom you are acting. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of federal and State laws, such as copyright infringement.

This EULA is a legally binding agreement between you and DPS. You intend to be legally bound to this EULA to the same extent as if DPS and you physically signed this EULA. By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms and conditions contained in this EULA. If you do not agree to all of the terms and conditions contained in this EULA, you may not install or use the SOFTWARE. If, for whatever reason, installation has begun or has been completed, you should cancel installation or un-install the SOFTWARE, as the case may be. (You may click on the "exit" button or its equivalent to immediately abort installation.) If you do not agree to all of these terms and conditions, then you must promptly return the SOFTWARE to the place of business from which you obtained it in accordance with any return policies of such place of business. Return policies may vary between or among resellers, and you must comply with your particular reseller's return policies as agreed at the point of purchase. If the place of business from which you purchased the SOFTWARE does not honor a complete refund for a period of thirty (30) days from the date of proof of purchase, then you may return the SOFTWARE directly to DPS for a period of thirty (30) days from the date of your purchase. To return the product directly to DPS, you must obtain a DPS Return Authorization Number by contacting DPS, and you must forward all items purchased, including the proof of purchase, directly to DPS. The return must be postage-prepaid, and post-marked within thirty (30) days from the proof of purchase, time being of the essence. The return option to DPS is only available to the original purchaser of an unopened factory packaged item.

II. YOUR LICENSE TO DEVELOP AND TO DISTRIBUTE.

As provided in more detail below, this EULA grants you two licenses: 1) a license to use the SOFTWARE to develop other software products (the "**Development License**"); and 2) a license to use and/or distribute the Developed Software (the "**Distribution License**"). Both of these licenses (individually and collectively, the "**Licenses**") are explained and defined in more detail below.

1. Definitions. The following terms have the respective meanings as used in this EULA:

"**Network Server**" means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet. "**Web Server**" means a type of Network Server that serves other computers more particularly connected to it over an intranet or the Internet.

"**Developed Software**" means those computer software products that are developed by or through the use of the SOFTWARE. "**Developed Web Server Software**" means those Developed Software products that reside logically or physically on at least one Web Server and are operated (meaning the computer software instruction set is carried out) by the Web Server's central processing unit(s) (CPU). "**Developed Legacy Software**" means those Developed Software products that are not Developed Web Server Software, including, for example, stand-alone applications and applications accessed by a file server only. "**Redistributable Files**" means the SOFTWARE files or other portions of the SOFTWARE that are provided by DPS and are identified as such in the Documentation for distribution by you with the Developed Software. "**Developer**" means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.

"**Developer Seat License**" means that each Developer using or otherwise accessing the programmatic interface or the SOFTWARE must obtain the right to do so by purchasing a separate End User License.

"**Source Code**" shall mean computer software code or programs in human readable format, such as a printed listing of such a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development effort of the SOFTWARE, such as flow charts, pseudo code and program notes.

2. Your Development License. You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, develop, and test Developed Software, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

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License to Distribute Developed Software. Subject to the terms and conditions in this EULA, you are granted the license to use and to distribute Developed Software on a royalty-free basis, provided that the Developed Software incorporates the SOFTWARE as an integral part of the Developed Software in machine-language compiled format (customarily an ".exe", or ".dll", etc.). You may not distribute, bundle, wrap or subclass the SOFTWARE as Developed Software which, when used in a "designtime" development environment, exposes the programmatic interface of the SOFTWARE. You may distribute, on a royalty-free basis, Redistributable Files with Developed Software only.

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4. Specific Product Limitations. Notwithstanding anything in this EULA to the contrary, if the license you have purchased is for any of the following products, then the following additional limitations will apply:

a. Priore ActiveX Components. Priore ActiveX Components includes at least: 1) OCX ActiveX component, 2) the Source Code of the Sample Application. The OCX Component may be distributed, free of royalties, only in conjunction with the Developed Software in machine-language compiled format (see paragraph 3 of this EULA).

b. Priore VS.NET Components. Priore VS.NET components includes at least: 1) DLL component for VS..NET Version, 2) the Source Code of the Sample Application. The DLL VS.NET Component may be distributed, free of royalties, only in conjunction with the Developed Software in machine-language compiled format (see paragraph 3 of this EULA).

c. Priore BioSecureDev ActiveX and .NET version. Priore BioSecureDev component includes at least: 1) tree dynamic link library (bioapi100.dll, bioapi_mds300.dll and pbsd.dll), 2) the Source Code of the Sample Application. The bioapi100.dll and bioapi_mds300.dll dynamic link library is subject to the general terms and restrictions set forth in BioAPI™ Consortium; this dynamic link library may be free distributed with free of royalties. The pbsd.dll dynamic link library is subject to the general terms and restrictions set forth in this EULA; this dynamic link library may be distributed, free of royalties, only in conjunction with the Priore BioSecureDev Components and Developed Software in machine-language compiled format (see paragraph 3 of this EULA).

d. Priore BioSecureDev SDK. Priore BioSecureDev SDK includes at least: 1) tree dynamic link library (bioapi100.dll, bioapi_mds300.dll and pbsd.dll), 2) various Source Code of the Sample Application. The bioapi100.dll and bioapi_mds300.dll dynamic link library is subject to the general terms and restrictions set forth in BioAPI™ Consortium; this dynamic link library may be free distributed with free of royalties. The pbsd.dll dynamic link library is subject to the general terms and restrictions set forth in this EULA; this dynamic link library may be distributed, free of royalties, only in conjunction with the Developed Software in machine-language compiled format (see paragraph 3 of this EULA).

Subject to the terms and conditions in this EULA, DPS hereby grants you the right to use the Sample Source Code. You are hereby also granted the right to modify such Sample Source Code and to create derivative works that are based on the licensed Source Code. You may distribute the derivative works that you develop, solely in object code format and exclusively in conjunction with and/or as a part of the Developed Software. You are expressly not granted the right to distribute, disclose or otherwise make available to any third party the licensed Source Code, any modified version, derivative work, or any portion thereof, in source code format.

DPS shall retain all right, title and interest in and to the licensed Source Code, and all DPS updates, modifications or enhancements thereof. Nothing herein shall be deemed to transfer any ownership or title rights in and to the licensed Source Code from DPS to you.

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5. Updates/Upgrades. Subject to the terms and conditions of this EULA, the Licenses are perpetual. Updates and upgrades to the SOFTWARE may be provided by DPS from time-to-time, and, if so provided by DPS, are provided upon the terms and conditions offered at that time by DPS in its sole discretion. DPS may provide updates and upgrades to the SOFTWARE for free or for any charge, at any time or never, and through its chosen manner of access and distribution, all in DPS 's sole and complete discretion.

6. Serial Number. Within the packaging of the SOFTWARE, a unique serial number (the "**Serial Number**") is included, which allows for the registration of the SOFTWARE. The Serial Number is subject to the restrictions set forth in this EULA and may not be disclosed or distributed either with your Developed Software or in any other way. The disclosure or distribution of the Serial Number shall constitute a breach of this EULA, the effect of which shall be the automatic termination and revocation of all the rights granted herein.

7. Evaluation Copy; SHAREWARE. If you are using an "evaluation copy" or similar version, specifically designated as such by DPS on its website or otherwise, then the Licenses are limited as follows: a) you are granted a license to use the SOFTWARE for a period of thirty (30) days counted from the day of installation (the "**Evaluation Period**"); b) upon completion of the Evaluation Period, you shall either i) delete the SOFTWARE from the computer containing the installation, or you may ii) contact DPS or one of its authorized dealers to purchase a license of the SOFTWARE, which is subject to the terms and limitations contained herein; and c) any Developed Software may not be distributed or used for any commercial purpose.

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3. General Limitations. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that applicable law expressly permits such activity notwithstanding this limitation.

4. Software Transfers. You may not rent or lease the SOFTWARE. You may transfer the SOFTWARE to another computer, provided that it is completely removed from the computer from which it was transferred. You may permanently transfer all of your rights under the EULA, provided that you retain no copies, that you transfer all the SOFTWARE (including all component parts, the media and printed materials, any dates, upgrades, this EULA and, if applicable, the Certificate of Authenticity), and that the recipient agrees to the terms and conditions of this EULA as provided herein. If the SOFTWARE is an update or upgrade, any transfer must include all prior versions of the SOFTWARE.

5. Termination. Without prejudice to any other rights it may have, DPS may terminate this EULA and the Licenses if you fail to comply with the terms and conditions contained herein. In such an event, you must destroy all copies of the SOFTWARE and all of its component parts.

IV. WARRANTIES AND REMEDIES.

1. Limited Warranty. DPS warrants that the original media, if any, are free from defects for ninety (90) days from the date of delivery of the SOFTWARE. **EXCEPT AS OTHERWISE PROVIDED IN THE PRECEDING SENTENCE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DPS EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE, DOCUMENTATION AND ANYTHING ELSE PROVIDED BY DPS HEREBY AND DPS PROVIDES THE SAME IN "AS IS" CONDITION WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.**

2. Limited Remedy. DPS 's entire liability and your exclusive remedy under this EULA shall be, at DPS 's sole option, either (a) return of the price paid for the SOFTWARE; (b) repair the SOFTWARE through updates distributed online or otherwise in DPS's discretion; or (c) replace the SOFTWARE with SOFTWARE that substantially performs as described in the SOFTWARE documentation, provided that you return the SOFTWARE in the same manner as provided in Section I.2 for return of the SOFTWARE for non-acceptance of this EULA. Any media for any repaired or replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DPS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF DPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

V. MISCELLANEOUS.

1. This is the Entire Agreement. This EULA (including any addendum or amendment to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between you and DPS relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained in this EULA, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, "clicking-through" a questionnaire, etc.) Employees, agents and other representatives of DPS are not permitted to orally modify this EULA.

2. You Indemnify DPS. . You agree to indemnify, hold harmless, and defend DPS and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your breach of any of the terms and conditions of this EULA.

3. Interpretation of this EULA. If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws of the legal offices of Italy, without regard to its conflict of laws principles. The parties consent to the personal jurisdiction and venue of the legal offices of Italy, and agree that any legal proceedings arising out of this EULA shall be conducted solely in such legal offices. If the SOFTWARE was acquired outside the Italy, then local law may apply.