

Wavecrest Computing, Inc.

End User Sales Agreement Summary (CyBlock Appliance)

This is a convenient *summary* of the terms, conditions, license and warranties that pertain to the purchase and use of CyBlock Appliance. For legal purposes, however, the full official documents take precedence.

Purchase Terms. CyBlock Appliance is a subscription-based product governed by single-or-multi-year licenses. Price is based on: (a) number of licenses purchased; (b) term (duration) of the license agreement; and (c) number of Customers' users to be monitored (total number, not concurrent). Licenses can be renewed for one or more years.

License/Subscription Coverage: Customer gets: (1) ownership of the hardware, (2) use of the Software (see "Privileges"), (3) updates to the Product's software and control lists, (4) no-charge technical support, (5) a 30 day money-back guarantee, (6) a 90-day software warranty (first year only) and (7) a one-year hardware repair warranty. **Note:** The license, guarantee and warranty periods begin when the activation key is sent.

Single License Privileges: With a single *purchased* license, the Customer can:

- (1) Install and centrally administer the Product at/from *one* location referred to as a "site."
This is the *site* for which the Product was purchased.
- (2) Make copies of the Software for backup and configuration purposes within the scope of the license, as noted above.
- (3) Allow affiliated organizational locations to remotely access the site's Product *functionality*, e.g., to get reports, provided that those other locations (a) do not have the Software installed and (b) are not *administering* the product.

Multiple License Privileges: Customer receives one Product unit for each site license purchased. Customer can install and administer the Product at multiple sites, provided that each site has its own license.

Thirty-day Money-back Guarantee. At any time during the first 30 days after purchase, the Customer can return the product for a full refund (requires Return Authorization from Wavecrest).

Software Warranty. CyBlock Appliance Software is warranted for 90 days during first year. If it fails to perform properly by the end of this period (as confirmed by Wavecrest Computing), Customer may return the Appliance and request full refund.

Hardware Warranty. Hardware is warranted for the first year of usage. Wavecrest, at its sole discretion, will perform required repairs by replacing the entire unit with a new or refurbished unit. Customer is only responsible for shipping and handling charges.

Payment Methods: Payments are net 30. We accept credit cards and Purchase Orders. POs must be paid via wire transfer or check. Customer is responsible for shipping charges and any related taxes, e.g., state sales tax.