IT HIT WEBDAV SERVER ENGINE FOR NODE.JS END USER SOFTWARE LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("License Agreement") is a legal agreement between you (either an individual or a single entity) and IT Hit, Ltd. for the IT Hit Software Product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Software Product"). YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT.

- 1. OWNERSHIP. This is a License Agreement and NOT an agreement for sale. IT Hit continues to own the copy of the Software Product and all copies thereof.
- 2. GRANT OF LICENSE. IT Hit grants you a non-exclusive, non-transferable license to use, copy and modify the Software Product only as authorized below.
- 3. SINGLE SERVER LICENSE. Provided you have purchased a single server license you may install one copy of the Software Product on a single computer. The computer can be used for hosting production version of your software application product OR computer used for development purposes OR computer used for testing purposes.
- 4. REDISTRIBUTION. Provided you have purchased a redistribution license IT Hit grants you a nonexclusive, royalty-free right to reproduce and distribute the code of those portions of the Software Product designated in the form of obfuscated JavaScript code, provided you distribute the obfuscated JavaScript code only in conjunction with and as part of your software application product which adds significant and primary functionality.
- 5. SOURCE CODE. Provided you have purchased a license to the source code, you may make modifications, enhancements, derivative works and/or extensions to that licensed source code.
 - a. You may not distribute the IT Hit source code, or any modification, enhancement, derivative work and/or extension thereto, in source code form. Under no circumstances may any portion of the source code be disclosed or otherwise made available to any third party.
 - b. Under no circumstances may the source code be used in whole or in part, as the basis for creating a product that provides the same functionality as any current IT Hit product. You will not take any action, or assist or otherwise aid anyone else in taking any action, that would limit IT Hits' independent development, sale, assignment, licensing or use of its own software or any modification, enhancement, derivative work and/or extension thereto.
 - c. You understand that source code is licensed as is, and that IT Hit does not provide any technical support for source code.
- 6. SUPPORT SERVICES TERM. IT Hit will provide support services during a period of one year from the date of purchase of the Software Product.
- 7. SUPPORT SERVICES. IT Hit will provide the following support services to Customer during the term of this agreement without additional charge:
 - a. IT Hit will use its best efforts to cure or provide workaround solutions, as described below, for reported and reproducible errors in the Software Product.
 - b. IT Hit will provide the Customer with patches, updates, and new releases of the Software Product along with other generally available technical material.
 - c. IT Hit will provide responses to the Customers reports of difficulties or problems with the software products and assistance in diagnosis of faults. The Customer must provide adequate information and documentation to enable IT Hit to recreate the problem. IT Hit may notify the Customer that the problem could not be

recreated, located or identified, if such is the case. If applicable IT Hit may notify Customer that the problem will not be resolved and the reason for this decision.

- d. Responses are provided by electronic mail: <u>info@ithit.com</u> within 1 business day Monday through Friday excluding holidays.
- 8. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
- 9. TERMINATION. Without prejudice to any other rights, IT Hit may cancel this License Agreement if you do not abide by the terms and conditions of this License Agreement, in which case you must destroy all copies of the Product and all of its component parts.
- 10. LIMITED WARRANTY. IT Hit warrants that the Software Product will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.
- 11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IT HIT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS 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 IT HIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, IT HIT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO IT HIT FOR THE SOFTWARE PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE.
- 12. APPLICABLE LAW. This License Agreement is governed by the laws of Canada. If this Software Product was acquired outside of Canada, then local law may apply.