

AGILE RISK MANAGEMENT LLC MASTER SOFTWARE LICENSE AGREEMENT

TERMS AND CONDITIONS

1. Scope of Agreement; Definitions. This Agreement covers the license and permitted use of the Agile Risk Management LLC ("Agile") F-Response Software. Unless otherwise defined in this section, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1. "Agile Software" or "Software" means any and all versions of Agile's F-Response software and the related "Documentation" as defined below.

1.2. "Customer" or "Licensee" means the person or entity identified on the invoice and only such person or entity, Customer shall not mean any assigns, heirs, or related persons or entities or claimed third-party beneficiaries of the Customer.

1.3. "Documentation" means Agile release notes or other similar instructions in hard copy or machine readable form supplied by Agile to Customer that describes the functionality of the Agile Software.

1.4. "License Term" means the term of the applicable license as specified on an invoice or as set forth in this Agreement.

2. Grant of Software License.

2.1. Enterprise License. Subject to the terms and conditions of this Agreement only, Agile grants Customer a non-exclusive, non-transferable license to install the Agile Software and to use the Agile Software during the License Term, in object code form only.

2.2. Third Party Software. Customer acknowledges that the Agile Software may include or require the use of software programs created by third parties, and the Customer acknowledges that its use of such third party software programs shall be governed exclusively by the third party's applicable license agreement.

3. Software License Restrictions.

3.1. No Reverse Engineering; Other Restrictions. Customer shall not, directly or indirectly: (i) sell, license, sublicense, lease, redistribute or transfer any Agile Software; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or distribute any Agile Software; (iii) rent or lease any rights in any Agile Software in any form to any entity; (iv) remove, alter or obscure any proprietary notice, labels or marks on any Agile Software. Customer is responsible for all use of the Software and for compliance with this Agreement and any applicable third party software license agreement.

3.2. Intellectual Property. Agile retains all title, patent, copyright and other intellectual proprietary rights in, and ownership of, the Agile Software regardless of the type of access or media upon which the original or any copy may be recorded or fixed. Unless otherwise expressly stated

herein, this Agreement does not transfer to Customer any title, or other ownership right or interest in any Agile Software. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement.

4. Ordering & Fulfillment. Unless otherwise set forth in an Agile-generated Estimate pricing is set forth on the F-Response website and is subject to change at any time. Each order shall be subject to Agile's reasonable acceptance. Unless otherwise set forth in an Agile generated Estimate. Delivery terms are FOB Agile's shipping point.

5. Payments. Customer agrees to pay amounts invoiced by Agile for the license granted under this Agreement. If any authority imposes a duty, tax or similar levy (other than taxes based on Agile's income), Customer agrees to pay, or to promptly reimburse Agile for, all such amounts. Unless otherwise indicated in an invoice, all Agile invoices are payable thirty (30) days from the date of the invoice. Agile reserves the right to charge and Customer agrees to pay Agile for every unauthorized copy or unauthorized year an amount equal to the cost per copy, per year, per computer, or per user, whichever is greater, as a late payment fee in the event Customer fails to remit payments when due or Customer otherwise violates the payment provisions of this Agreement. In addition to any other rights set forth in this Agreement, Agile may suspend performance or withhold fulfilling new Customer orders in the event Customer has failed to timely remit payment for outstanding and past due invoices.

6. Confidentiality.

6.1. Definition. "Confidential Information" means: (a) any non-public technical or business information of a party, including without limitation any information relating to a party's techniques, algorithms, software, know-how, current and future products and services, research, engineering, vulnerabilities, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; (b) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; or (c) the specific terms and conditions of this Agreement.

6.2. Exclusions. Confidential Information shall not include information which: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (ii) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information or otherwise in breach of this Agreement; (iv) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure, or (v) is required to be disclosed pursuant to, or by, any applicable laws, rules, regulatory authority, court order or other legal process to do so, provided that the Receiving Party shall, promptly upon learning that such disclosure is required, give written notice of such disclosure to the Disclosing Party.

6.3. Obligations. Each Party shall maintain in confidence all Confidential Information of the disclosing Party that is delivered to the receiving Party and will not use such Confidential Information except as expressly permitted herein. Each Party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but in no event less than the measures it uses to protect its own Confidential Information. Each Party will limit the disclosure of such Confidential

Information to those of its employees with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement provided that all such employees are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein.

6.4. Injunctive Relief. Each Party understands and agrees that the other Party will suffer irreparable harm in the event that the receiving Party of Confidential Information breaches any of its obligations under this section and that monetary damages will be inadequate to compensate the non-breaching Party. In the event of a breach or threatened breach of any of the provisions of this section, the non-breaching Party, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach by the other Party.

7. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGILE AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

8. Limitations and Exclusions.

8.1. Limitation of Liability and Remedies. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANY OTHER THEORY IN LAW OR IN EQUITY), THE ENTIRE LIABILITY OF EITHER PARTY AND WITH RESPECT TO AGILE, ANY OF ITS SUPPLIERS, UNDER ANY PROVISION OF THIS AGREEMENT AND THE EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THREE TIMES THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LICENSE; PROVIDED, HOWEVER THAT THIS LIMITATION DOES NOT APPLY TO ANY OF THE FOLLOWING: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (B) ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8.2. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, AND WITH RESPECT TO AGILE, ITS SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF

OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF AGILE OR ANY SUPPLIER, AND EVEN IF AGILE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA), WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (B) ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY.

8.3. Indemnification. Licensor hereby agrees to indemnify, hold harmless and defend Licensee and any partner, principal, employee or agent thereof against all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party where such Liabilities arise out of or result from: (1) any claim that the Software or Customer's use thereof violates any copyright, trademark, patent and/or any other intellectual property rights; (2) the negligence of Licensor in the course of providing any Services hereunder; or (3) the representations or warranties made by Licensor hereunder, or their breach. Licensee shall promptly notify Licensor of any third party claim and Licensor shall, at Licensee's option, conduct the defense in any such third party action arising as described herein at Licensor's sole expense and Licensee shall cooperate with such defense.

9. Verification.

9.1. Agile has the right to request Customer complete a self-audit questionnaire in a form provided by Agile. If an audit reveals unlicensed use of the Agile Software, Customer agrees to promptly order and pay for licenses to permit all past and ongoing usage.

10. Support Services

10.1. Rights and Obligations. This Agreement does not obligate Agile to provide any support services or to support any software provided as part of those services. If Agile does provide support services to you, use of any such support services is governed by the Agile policies and programs described in the user manual, in online documentation, on Agile's support webpage, or in other Agile-provided materials. Any software Agile may provide you as part of support services are governed by this Agreement, unless separate terms are provided.

10.2. Consent to Use of Data. You agree that Agile and its affiliates may collect and use technical information gathered as part of the support services provided to you, if any, related to the Software. Agile may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

11. Miscellaneous.

11.1. Legal Compliance; Restricted Rights. Each Party agrees to comply with all applicable Laws. Without limiting the foregoing, Customer agrees to comply with all U.S. export Laws and applicable export Laws of its locality (if Customer is not located in the United States), and Customer agrees not to export any Software or other materials provided by Agile without first obtaining all required authorizations or licenses. In the event the Software is provided to the United States government it is provided with only "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in FAR 52.227-14 if the commercial terms are deemed not to apply.

11.2. Governing Law; Severability. This Agreement (including any addendum or amendment to this Agreement which is included with the Software) are the entire agreement between you and Agile relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. To the extent the terms of any Agile policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control. This Agreement shall be governed by the laws of the State of Florida, USA, without regard to choice-of-law provisions. You and Agile agree to submit to the personal and exclusive jurisdiction of the Florida state court located in Tampa, Florida, and the United States District Court for the Middle District of Florida. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect. Customer and Agile agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

11.3. Notices. Any notices under this Agreement will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as a Party may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery.

11.4. Assignment. Customer may not assign or otherwise transfer this Agreement without the Agile's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns, if any.

11.5. Force Majeure. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.

11.6. Redistribution Compliance.

(a) F-Response distributes software libraries developed by The Sleuth Kit ("TSK"). The license information and source code for TSK can be found at <http://www.sleuthkit.org/>. If any changes have been made by Agile to the TSK libraries distributed with the F-Response software, those changes can be found online at <http://www.f-response.com/TSKinfo>.

(b) A portion of the F-Response Software was derived using source code provided by multiple 3rd parties which requires the following notices be posted herein, and which applies only to the source code. F-Response code is distributed only in binary or object code form. F-Response source code, and any revised 3rd party code contained within the F-Response source code, is not available for distribution. The name of 3rd parties included below are not being used to endorse or promote this product, nor is the name of the author being used to endorse or promote this product. This information is presented solely to comply with the required license agreements which require reproduction of the following copyright notice, list of conditions and disclaimer:

Copyright (c) 2009-2014 Petri Lehtinen <petri@digip.org>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

=====

Copyright (c) 1998-2011 The OpenSSL Project. All rights reserved.
Redistribution and use in source and binary forms, with or without

modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgment:
"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"
4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
6. Redistributions of any form whatsoever must retain the following acknowledgment:
"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS'' AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

=====

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

Intel License Agreement

Copyright (c) 2000, Intel Corporation

All rights reserved.

- Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- The name of Intel Corporation may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL INTEL OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright © 2006 Alistair Crooks. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright (c) 2011-2014, Loïc Hoguein <essen@ninenines.eu>

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Copyright 2009-2011 Andrew Thompson <andrew@hijacked.us>. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE PROJECT ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR

A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE PROJECT OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright (c) 2000-2010 Marc Alexander Lehmann <schmorp@schmorp.de>

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11.7. General. This Agreement, including its exhibits (all of which are incorporated herein), are collectively the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Amendments or changes to this Agreement must be in mutually executed writings to be effective. The Parties agree that, to the extent any Customer purchase or sales order contains terms or conditions that conflict with, or supplement, this Agreement, such terms and conditions shall be void and have no effect, and the provisions of this Agreement shall control. Unless otherwise expressly set forth in an exhibit that is executed by the Parties, this Agreement shall control in the event of any conflict with an exhibit. Sections 2, 3, 5, 7, 8, and 9, and all warranty disclaimers, use restrictions and provisions relating to Agile's intellectual property ownership, shall survive the termination or expiration of this Agreement. The Parties are independent contractors for all purposes under this Agreement.

11.8. Changes to this agreement. Agile will entertain changes to this agreement on a case by case basis. Changes to this Agreement may require that the Customer pay an additional administrative fee depending on the scope and complexity of the changes required by the Customer. The additional administrative fee, if any, must be paid before the license will be activated.