

END-USER RETAIL LICENSE AGREEMENT

REGEX PASSWORD VAULT 5

Summary

- You may install the Software on any number of devices for the exclusive use of a single user, OR you may install the Software on a single device for the use of anyone who uses that device (but not both).
- 1-Year limited warranty on the Software and the distribution media (if applicable).

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. THIS LICENSE AGREEMENT IS AN AGREEMENT BETWEEN REGEX SOFTWARE COMPANY ("REGEX") AND YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY). THE TERMS OF THIS LICENSE AGREEMENT APPLY TO THE SOFTWARE THAT ACCOMPANIES THIS AGREEMENT, AS WELL AS ALL ASSOCIATED LICENSE KEYS, DOCUMENTATION, UPDATES, AND SUPPORT SERVICES (COLLECTIVELY "SOFTWARE"), UNLESS OTHER TERMS ACCOMPANY THOSE ITEMS. IF SO, THOSE TERMS APPLY.

BY INSTALLING AND/OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE. INSTEAD, RETURN THE SOFTWARE TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. License Grant. Regex grants you a nonexclusive license to install the Software on any number of devices for the exclusive use of a single user (the "licensed user"), or to install the Software on any single device (the "licensed device") for the use of any user who uses that device, but not both.

2. Title. The Software and its source code are proprietary products of Regex and are protected by copyright and other intellectual property laws. Regex remains the owner of all right, title, and interest in the Software.

3. Scope of License. The Software is licensed, not sold. This agreement only gives you some rights to use the Software. Regex reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitation in the Software that only allows you to use it in certain ways. You may not:

- work around any technical limitations in the Software;
- reverse engineer, decompile, or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the Software than specified in this agreement or allowed by applicable law, despite this limitation;
- remove any product identification, copyright notices, or other notices or proprietary restrictions from the Software;
- publish the Software for others to copy;
- use the Software in any way that is against the law;
- rent, lease, or lend the Software; or
- use the Software for commercial software hosting services.

4. Backup Copy. You may make one backup copy of the distribution media (if applicable). You may use it only to reinstall the software.

5. Reassignment to Another Device. You may reassign the license to a different device any number of times, but not more than one time every 90 days. If you reassign, that other device becomes the licensed device. If you retire the licensed device due to hardware failure, you may reassign the license sooner.

6. Transfers to a Third Party. The first user of the Software may make a one-time transfer of the Software, and this agreement, directly to a third party. The first user must install the Software before transferring it separately from the device. The first user may not retain any copies. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the Software. The transfer must include the proof of license. If the software is an upgrade, any transfer must also include all prior versions of the Software.

7. Export Restrictions. The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users and end use.

8. Support Services. Regex provides support services for the Software as described at <http://www.pvault.com/support>.

9. Entire Agreement. This agreement (including the warranty below), any addendum or amendment included with the Software, and the terms for supplements, updates, and support services that you use, are the entire agreement for the Software and support services.

10. Applicable Law.

United States: If you acquired the Software in the United States, Pennsylvania commonwealth law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

Outside the United States: If you acquired the Software in any other country, the laws of that country apply.

11. Legal Effect. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the Software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

12. User-Generated Data. Regex disclaims all responsibility for the storage, security, and integrity of user-generated data saved using the Software. Your data is never transmitted to Regex, and Regex is not responsible for maintaining copies of your data. You are solely responsible for backing up and protecting your data against all forms of loss, including but not limited to: theft, natural and man-made disasters, hardware failure, accidental deletion, and data corruption.

Your data is encrypted in storage by the Software. You are solely responsible for maintaining the credentials used to encrypt and decrypt your data files. There is no way to recover your data if you lose your credentials. Regex will not assist in opening data files without the proper credentials.

13. Limitation On and Exclusion of Damages. YOU CAN RECOVER FROM REGEX ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES.

This limitation applies to:

- anything related to the Software, services, content (including code) on third-party Internet sites, or third-party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement, or a refund for the Software does not fully compensate you for any losses; or
- Regex knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential, or other damages.

14. Term and Termination. This license agreement takes effect upon your installation and/or use of the Software and remains effective until terminated. You may terminate it at any time by uninstalling and destroying all copies of the Software in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to either return to Regex or destroy all copies of the Software in your possession.

Limited Warranty

A. LIMITED WARRANTY. Regex warrants the following:

- if you follow the instructions, the Software will perform substantially as described in the Regex documentation that you receive in or with the Software, and
- if applicable, the physical media on which the copy of the Software is distributed will be free from defects in materials and workmanship under normal use.

B. TERM OF WARRANTY; WARRANTY RECIPIENT, LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

THE EXTENT PERMITTED BY LAW, AND IMPLIED WARRANTIES, GUARANTEES, OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Regex's reasonable control.

D. REMEDY FOR BREACH OF WARRANTY. REGEX WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF REGEX CANNOT REPAIR OR REPLACE IT, REGEX WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. REGEX WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES, AND REPLACEMENT SOFTWARE AT NO CHARGE. IF REGEX CANNOT REPAIR OR REPLACE THEM, REGEX WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO REGEX WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

E. CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.

F. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM REGEX. REGEX GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, REGEX EXCLUDES IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

G. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.