uClassify Server Evaluation License

See next page for full license.

In short

- Not allowed in production. Only to be used for evaluation.

- No support guarantee.

- No upgrade guarantee.

Classification Server

- This server is strictly for evaluation, you are not permitted to use it for any other purpose.

- Source code for the classification server is not included.

- The GUI seen on uClassify.com is not included.

- The classification server runs as a Microsoft Windows service driven by XML calls over sockets (which makes it easy to integrate with other Operating Systems).

- For more information see http://www.uclassify.com/Products.aspx.

LICENSE AGREEMENT

UCLASSIFY SERVER EVALUATION END USER LICENSE AGREEMENT

You should carefully read the following terms and conditions before using the uClassify Server, along with any accompanying documentation or tools (the uClassify Server, documentation and its tools will be referred to herein as the "Server").

Your use of the Server means that you accept these terms and conditions. If you do not agree with these terms and conditions, then uClassify is unwilling to license the Server to you, and you should not use the Server. By installing, downloading, copying, or otherwise using the Server, you acknowledge that you have read these terms and conditions, understand them, and agree to be bound by them. If you do not agree to these terms and conditions, you are not authorized and may not use the Server.

1. DEFINITIONS.

(a) 'Application' means any application that was made using the Server.

(b) 'Commercial' means any selling, bartering, trading or otherwise exchanging for consideration or compensation of any sort, whether payment, royalties, etc.

2. LIMITATIONS. The Server is copyrighted and protected by law and international treaty. The user is granted a non-exclusive license to use the Server on one computer (i.e. a single CPU), for any legal purpose, at a time. This is a license, not a transfer of title, and you may not, nor permit anyone else to, (a) modify the Server or use it for any commercial purpose or public display, performance, sale or rental; (b) decompile, reverse engineer, or disassemble, modify, or create derivative works based on the Server or the documentation in whole or in part; (c) remove any copyright or other uClassify proprietary notices; or (d) transfer the Server to another person. You agree to prevent any copying of the Server.

2a. EVALUATION LICENSE LIMITATIONS. You are allowed to use the Server for evaluation purposes only. That is testing it to help you decide if you want to purchase any of the commercial licenses. You are not under any circumstances allowed to use the Server in any production environment or derivative work. This limitation includes any classified data that has passed through the Server.

3. OWNERSHIP. The Server is copyrighted proprietary material of uClassify, and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way, without uClassify's prior written permission. Except as expressly provided herein, uClassify and its suppliers do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information of uClassify or its suppliers.

4. TERMINATION OF THIS LICENSE. uClassify may terminate this license at any time if you are in breach of any of these terms and conditions of use. Upon such termination you must and agree to immediately destroy all copies of the Server.

5. DISCLAIMER. The Server is provided "as-is." uClassify makes no representations or warranties of any kind, express or implied, as to the Server or its operation. To the full extent permissible by applicable law, uClassify disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and any warranties of non-infringement. Some jurisdictions do not allow or otherwise govern the scope of exclusions of implied warranties, so the above exclusions may not apply in full.

6. LIMITATION ON DAMAGES. In no event shall uClassify be liable to any party for direct, indirect, special or other consequential or incidental damages arising directly or indirectly from the use of the Server, including but not limited to any lost profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if uClassify has been expressly advised of the possibility of such damages.

7. You acknowledge that you are solely responsible for any liability that may arise by using this Server.

8. SUPPORT SERVICES. uClassify may, but is not obligated to, provide you with support services related to the Server. Any supplemental Server code provided to you as part of the Support Services shall be considered part of the Server and subject to the terms and conditions of this license. With respect to technical information you provide to uClassify as part of the Support Services, uClassify may use such information for its business purposes, including for product support and development.

9. HIGH RISK ACTIVITIES. The Server is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, uClassify and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that uClassify and its suppliers will not be liable for any claims or damages arising from the use of the Product in such applications.