

END USER LICENSE AGREEMENT (hereafter : EULA) GRANTED FOR :

- A FULL VERSION OF ATOMICVIEW SERVER (hereafter : AV SERVER) AND/OR,
- A TRIAL VERSION OF ATOMICVIEW SERVER (hereafter : AV SERVER TRIAL)

Between :

AntZero LLC
15 Charles-Giron Street
1203 Geneva
SWITZERLAND

and :

The user of AV SERVER and/or AV SERVER TRIAL (hereafter : YOU)

Art. 1 Acceptance of this EULA

This EULA constitutes a valid and binding agreement between ANTZERO and YOU, as a user of AV SERVER and/or AV SERVER TRIAL.

To use AV SERVER and/or AV SERVER TRIAL, YOU have to accept this EULA by clicking on "I ACCEPT". If YOU disagree with any terms of this EULA, click on "I REFUSE" and destroy your copy of AV SERVER and/or AV SERVER TRIAL and the databases.

If as a result of the use of AV SERVER DEMO YOU purchase a AV SERVER license and authorize it YOU continue to be bound by this EULA. If at any time you disagree with the terms of this EULA you must stop using the program and destroy your copy of AV SERVER and/or AV SERVER TRIAL and the databases.

Art. 2 Intellectual Property Rights

YOU acknowledge and agree that any and all IP Rights to or arising from AV SERVER and/or AV SERVER TRIAL are and shall remain the exclusive property of ANTZERO. Nothing in this EULA intends to transfer any such IP Rights to, or to vest any such IP Rights in, YOU. You are only entitled to the limited use of the IP Rights granted to YOU in this EULA. YOU will not take any action to jeopardize, limit or interfere with the IP Rights. YOU acknowledge and agree that any unauthorized use of the IP Rights is a violation of this EULA as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

Art. 3 Permitted Use of the EULA and restrictions

3.1. Single User Licence

ANTZERO grants YOU a non-exclusive, non transferable License to use AV SERVER and/or AV SERVER TRIAL. YOU are authorized to install one installation on a compatible computer. This License does not allow the AV SERVER and/or AV SERVER TRIAL to exist on more than one computer at a time. YOU may make one copy of the AV SERVER and/or AV SERVER TRIAL in machine-readable form for backup purposes only.

3.2 Trial version

AV SERVER DEMO ends 30 days after its installation. If the program doesn't suit you, the program and the databases must be totally destroyed.

3.3 Termination of EULA

This EULA is effective until terminated. ANTZERO may terminate the EULA on the grounds of failure to comply with the legal protection regulations or infringement of the EULA. Upon the termination of this EULA the program and the databases must be totally destroyed.

3.4 Software updates and upgrades

At ANTZERO's sole discretion, ANTZERO may provide YOU with updates and upgrades (to be referred to collectively as "Updates") to the AV SERVER and retains the right to provide such Updates for a fee. In order to Install and use an Update, YOU must have a EULA for AV SERVER to use the previous version.

After upgrading, you may no longer use the version of AV SERVER that formed the basis for your upgrade eligibility. Upon of an Update, you must accept the EULA and the last EULA replaces the prior one.

YOU may refuse to accept an Update. However, upon release of an Update, ANTZERO may have no further obligation to support the previous version.

3.5.1 Restrictions

Subject to the provisions in Art. 3.5.2, YOU may not sell, lease, license, rent, loan, resell or otherwise transfer, with or without consideration, AV SERVER and/or AV SERVER TRIAL.

YOU will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of AV SERVER and/or AV SERVER TRIAL or any part thereof. YOU may not modify, or create derivative works based upon, the AV SERVER and/or AV SERVER TRIAL in whole or in part. YOU may not copy the AV SERVER and/or AV SERVER TRIAL or documentation. YOU may not remove any proprietary notices or labels on the AV SERVER and/or AV SERVER TRIAL. YOU may not back up electronic/digital content for which YOU do not have sufficient legal rights to the content being backed up. All rights not expressly set forth hereunder are reserved by ANTZERO.

3.5.2 Authorized Resellers

The only persons authorized to sell, lease, license, rent, loan, resell or otherwise transfer AV SERVER and/or AV SERVER TRIAL are resellers authorized by ANTZERO. The list of authorized resellers is published on our website.

3.6 Consent to Use of Data.

YOU agree that ANTZERO may collect and use technical and related information, including but not limited to technical information about your computer, that is gathered periodically to facilitate the provision of software updates, product support and other services to YOU. ANTZERO may use this information, as long as it is in a form that does not personally identify YOU, to improve our products or to provide services or technologies to YOU.

Art. 4 Disclaimer of Warranties and limitation of liability

4.1 Disclaimer of warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE AV SERVER and/or AV SERVER TRIAL IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE AV SERVER and/or AV SERVER TRIAL IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ANTZERO HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE AV SERVER and/or AV

SERVER TRIAL, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ANTZERO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE AV SERVER and/or AV SERVER TRIAL, THAT THE FUNCTIONS CONTAINED IN THE AV SERVER and/or AV SERVER TRIAL WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE AV SERVER and/or AV SERVER TRIAL WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE AV SERVER and/or AV SERVER TRIAL WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANTZERO SHALL CREATE A WARRANTY. SHOULD THE AV SERVER and/or AV SERVER TRIAL PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

Please note that ANTZERO provides YOU with a support commensurate with the Swiss reputation for service. When buying ANTZERO software programs YOU are assured of being able to benefit from our availability and professionalism for any question YOU would like to pose.

Support : <http://www.antzero.com/forum>

4.2 Limitation of liability

IN NO EVENT SHALL ANTZERO BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE AV SERVER TRIAL and/or AV SERVER TRIAL. ANTZERO'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE

4.3 Legal offense and violation of third party rights

ANTZERO SHALL IN NO EVENT BE RESPONSIBLE FOR CONTENT MADE AVAILABLE TO USERS WITH AV SERVER AND/OR AV SERVER TRIAL OF CONTENT THAT VIOLATE THIRD PARTY INTELLECTUAL RIGHTS OR THAT IS A LEGAL OFFENSE. ANTZERO IS ALSO NOT RESPONSIBLE FOR CONTENT PUBLISHED WITH WEB GALLERIES GENERATED BY AV SERVER AND/OR AV SERVER TRIAL.

4.4 Jurisdiction's Limitations:

As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to YOU. In such event the liability will be limited to the maximum extent possible within the applicable legislation.

Art. 5 General Provisions

5.1 Divisibility

The terms and conditions of this EULA constitute the entire agreement between YOU and ANTZERO. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this EULA shall nonetheless remain in full force and effect.

5.2 Indemnification

YOU agree to indemnify, defend and hold ANTZERO harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of YOUR violation or breach of any term of this EULA or any applicable law or regulation.

5.3 Translation

This EULA is prepared in the French language. In the event of a conflict between the French language version and any translated version, the French language version shall govern the parties' relationship.

5.4 Legal Forum

ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE SUBMITTED TO THE EXCLUSIVE COMPETENCE OF THE COURT OF THE REPUBLIC AND CANTON OF GENEVA (SWITZERLAND). APPEAL TO THE SWISS SUPREME COURT IS RESERVED.

5.5 Applicable Law

THIS EULA, AND ANY DISPUTES WHICH ARISE OUT OF OR IN CONNECTION WITH THIS EULA BE IT IN TORT OR IN CONTRACT, OR FOR WHATEVER CAUSE, SHALL BE SETTLED IN ACCORDANCE WITH THE LAWS OF SWITZERLAND WITHOUT REFERENCE TO ITS CONFLICTS OF LAW RULES.