

Striata Reader End User Agreement

1. This Agreement:

- a. This Agreement between Striata and the end-user covers all your use of the Striata Reader from any terminals where the Striata Reader has been installed, by the end-user or by third parties. You accept this Agreement by installing the Striata Reader.

2. License:

- a. Subject to the terms of this Agreement, Striata hereby grants you a limited, personal, non-commercial, non-exclusive, non-sub licensable, non-assignable, and free of charge license to download, install and use the Striata Reader on your computer for the sole purpose of personally using the Striata Reader to access your encrypted content.

3. No Granting of Rights to Third Parties:

- a. You will not sell, assign, rent, lease, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Striata Software or any part thereof.

4. No Modifications:

- a. You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Striata Reader or any part thereof except to the extent permitted by law.

5. Exclusive Ownership:

- a. Any and all IP Rights in the Striata Reader are and shall remain the exclusive property of Striata and/or its licensors. Nothing in this

Agreement 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 Agreement. You will not take any action to jeopardize, limit or interfere with Striata's IP Rights. Any unauthorized use of Striata's IP Rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws. All title and IP Rights in and to any third-party content that is not contained in the Striata Reader, but may be accessed through the use of the Striata Reader, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

6. No Removal of Notices:

- a. You agree that you will not remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or Striata's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to any materials.

7. Content of Communications:

- a. The content of the communication spread by the use of the Striata Reader is entirely the responsibility of the person from whom such content originated. You understand, therefore, that by using the Striata Reader You may be exposed to content that is offensive, harmful to minors, indecent or otherwise objectionable, and that You use the Striata Reader at Your own risk.



8. No Warranties:

- a. THE STRIATA READER IS PROVIDED 'AS-IS' WITH NO WARRANTIES WHATSOEVER; STRIATA DOES NOT, EITHER EXPRESSED, IMPLIED OR STATUTORY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE STRIATA READER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. STRIATA FURTHER DOES NOT REPRESENT OR WARRANT THAT THE STRIATA READER WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE.

9. Your own Risk:

- a. You acknowledge and agree that the entire risk arising out of your use of the Striata Software remains with you, to the maximum extent permitted by law.

10. No Liability:

- a. The Striata Reader is being provided to you free of charge. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT STRIATA, ITS AFFILIATES, ITS LICENSORS AND THE STRIATA STAFF WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE STRIATA READER, AS SET FORTH BELOW. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE STRIATA READER IS TO IMMEDIATELY UNINSTALL AND CEASE USE OF THE STRIATA READER.

11. Limitation of Liability:

- a. IN NO EVENT SHALL STRIATA, ITS AFFILIATES, ITS LICENSORS NOR THE STRIATA STAFF BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT

LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OR CORRUPTION TO DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE STRIATA READER; AND ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF THE USE OR INABILITY TO USE THE STRIATA READER;

- b. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:
 - i. ANY DISRUPTIONS OR DELAYS IN ANY COMMUNICATION WHEN USING THE STRIATA READER;
 - ii. THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY STRIATA FOR ANY REASON;
 - iii. AND THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF THE STRIATA READER TO YOU.
- c. THE LIMITATIONS ON STRIATA'S LIABILITY TO YOU ABOVE SHALL APPLY WHETHER OR NOT STRIATA, ITS AFFILIATES OR THE STRIATA STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

12. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF STRIATA FOR (I) THE DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF STRIATA, THE STRIATA STAFF OR ITS AGENTS, OR (II) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

