SSHTOOLS SOFTWARE LICENSE

This OEM Software License and Distribution Agreement (the "Agreement") is made between SSHTOOLS Ltd, a British corporation with registered offices at PO BOX 9700, Langar, NG13 9WE, United Kingdom, ("SSHTOOLS"), and **COMPANY NAME, a COUNTRY corporation with registered offices at ADDRESS ("NAME").**

SSHTOOLS LTD ("SSHTOOLS") IS WILLING TO LICENSE THIS SOFTWARE AND ACCOMPANYING DOCUMENTATION (COLLECTIVELY, "SOFTWARE") UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT ("AGREEMENT"). PLEASE READ THESE TERMS CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE IN ANY WAY INCLUDING THE ACT OF INTEGRATING THE SOFTWARE INTO A DERIVATIVE WORK ("PRODUCTS"). BY INSTALLING 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, SSHTOOLS WILL NOT LICENSE THE SOFTWARE TO YOU ("YOU", "YOUR"), AND YOU SHOULD NOT INSTALL OR USE THE SOFTWARE.

GRANT OF LICENSE

You may only use the Software under the following license:

INSERT PRODUCT NAMES

For the following Named Products:

INSERT PRODUCT NAMES

Provided that You have selected and paid the required license fee(s) and subject to the terms and conditions contained herein, SSHTOOLS hereby grants to You, and end user, a perpetual, non-transferable, non-exclusive, non-sublicensable license to install and use the Software on ANY number of computers. In addition, subject to the terms and conditions contained herein and provided You have paid the required license fee(s), SSHTOOLS hereby grants You, an end user, a perpetual, non-transferable, non-exclusive, non-sublicensable license, free of charge, to: (1) use the source code of the Software only to modify and create derivative works thereof, and compile object code modules there from in order to integrate/embed the Software into Your Named Products, and (2) to make copies of and use the Software, to embed and use the Software in or in connection with Your Named Products, to integrate the Software into documentation relating to Your Named Products, and for Your internal use for purposes of research, testing, pre-sales and marketing demonstrations and training (3) to reproduce and distribute, in executable form only, the Named Products that you create using the Software without additional license or fees, subject to all of the conditions in this License Agreement. (4) to use textual and pictorial matter pertaining to the Software (in particular the user manual and other user documentation) as well as SSHTOOLS trademarks and trade names associated with the Software to the extent and on such promotional display and advertising as may at Your discretion promote the sale of the Software, (5) to demonstrate your Named Products to any bona fide prospective customer; and (6) to exploit your Named Products under Your trademark and trade name.

SOURCE CODE IS SOLD AS IS. SSHTOOLS DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR SOURCE CODE.

SSHTOOLS and/or its licensors reserve all rights not expressly granted to You herein. Any license granted by SSHTOOLS under this Agreement is not a sale of the Software or any copy of the Software. The Software contains valuable trade secrets of SSHTOOLS and its licensors. All worldwide ownership of and all rights, titles and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and thereto, are and will remain exclusively with

SSHTOOLS. The Software is protected, among other ways, by the copyright laws of England and international copyright treaties. All rights not expressly granted herein are retained by SSHTOOLS and its licensors.

1. USE RESTRICTIONS

You may not:

(i) use the Software, except under the terms listed above;

(ii) rent, lease, sublicense, convey, distribute or otherwise transfer rights to the Software;

(iv) remove any product identification, copyright, proprietary notices or labels from the Software; or

(v) use any SSHTOOLS trademarks in any manner other than their presence within Your copy of the Software without written permission of SSHTOOLS.

(viii) use the source code in whole or in part, as the basis for creating a general purpose development tool, library and/or component, or otherwise a product that provides the same, or substantially the same, functionality as any SSHTOOLS component application without the express consent of SSHTOOLS Ltd.

Any and all copies made by You as permitted hereunder must contain all of the original Software's copyright, trademark and other proprietary notices and marks.

2. MAINTENANCE, SUPPORT AND UPDATES

The email support service is provided as a free component of the total license fee for one-year only, and is renewable on an annual basis, for fees determined reasonable by SSHTOOLS from time to time. Subject to the terms and conditions herein and provided that You have paid any applicable license and other fee(s), You will receive software updates (as SSHTOOLS, in its sole discretion, releases from time to time), technical support via email, and the web for certain time periods set by SSHTOOLS. For further information, go to http://www.sshtools.com.

3. CONFIDENTIALITY

The Software and any license authorization codes are confidential and proprietary information of SSHTOOLS. You agree to take adequate steps to protect the Software and any license authorization codes, if any, from unauthorized disclosure or use. You agree that You will not disclose the Software, in source code form, to any third party, except as otherwise provided herein.

4. WARRANTY

EXCEPT FOR SECTION 10, SSHTOOLS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM, OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THAT SSHTOOLS DOES NOT WARRANT THAT THE SOFTWARE WILL RUN UNINTERRUPTED OR ERROR FREE NOR THAT THE SOFTWARE WILL OPERATE WITH HARDWARE AND/OR SOFTWARE NOT PROVIDED BY SSHTOOLS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

5. LIMITED LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. UNDER NO CIRCUMSTANCES WILL SSHTOOLS OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE OR THIS AGREEMENT, EVEN IF SSHTOOLS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL SSHTOOLS OR ITS LICENSORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES. IN ADDITION, IN NO EVENT WILL THE TOTAL LIABILITY OF SSHTOOLS IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE EXCEED THE ACTUAL AMOUNT PAID TO SSHTOOLS, IF ANY, FOR THE SOFTWARE GIVING RISE TO THE CLAIM. YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. SSHTOOLS EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE. NOTWITHSTANDING THE ABOVE, SSHTOOLS WILL BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND INCLUDED IN AN AWARD OR SETTLEMENT OF A THIRD PARTY CLAIM UNDER INDEMNIFICATION SECTION 10.

6. TERMINATION

This Agreement will terminate immediately and automatically without notice if You breach any provision in this Agreement. Upon termination You will remove all copies of the Software or any part of the Software from any and all computer storage devices and destroy the Software. At SSHTOOLS's request, You or your authorized signatory, will certify in writing to SSHTOOLS that all complete and partial copies of the Software have been destroyed and that none remain in your possession or under your control. The provisions of this Agreement, except for the license grant and warranty, will survive termination.

7. EXPORT LAW

You acknowledge and agree that the Software may be subject to restrictions and controls imposed by the United States Export Administration Act (the "Act") and the regulations thereunder. You agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country, except pursuant to an export control license under the Act and the regulations thereunder, or will be used for any purpose prohibited by the same. By using the Software, You are acknowledging and agreeing to the foregoing, and You are representing and warranting that You will comply with all of the United States and other applicable country laws and regulations when either exporting or re-exporting or importing the Software or any underlying information technology. Further, You represent and warrant that You are not a national of Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria or a party listed in the U.S. Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals.

8. GOVERNING LAW

This Agreement is governed by the laws of England without regard to conflict of laws rules and principles.

9. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without SSHTOOLS's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. This Agreement is the complete and exclusive statement between You and SSHTOOLS relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. In the case of any conflict between the terms of this Agreement and the provisions of any purchase order for the Software, the terms of this Agreement shall control.

10. INDEMNIFICATION

10.1 NO INFRINGMENT WARRANTY
SSHTOOLS warrants that the Software, trademarks, copyrights and trade names referred to in this Agreement do not violate or infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party and that SSHTOOLS is not aware of any facts upon which such a claim for infringement could be based. SSHTOOLS will promptly notify You if it becomes aware of any claim or any facts upon which a claim could be based.

10.2 INTELLECTUAL PROPERTY PROTECTION
SSHTOOLS will, at Your option, defend and hold harmless You, its subsidiaries, and customers from any claim, suit, or proceeding alleging that the Software or any combination of the Software with Named Product constitutes an infringement of any third party's patent, copyright, trademark, trade name, other proprietary right, or unauthorized trade secret use. SSHTOOLS agrees to pay all damages and costs awarded with respect to such claim or agreed to in any settlement of that claim. In case any Software or any part thereof in such suit is held to constitute an infringement and its use is enjoined, SSHTOOLS will, at its own expense and at its option (i) procure for You and Your customers the right to continue use, or (ii) if applicable, replace the same with a non-infringing program and documentation of equivalent function and performance, or (iii) modify them so they become non-infringing without detracting from function or performance. Notwithstanding the foregoing, SSHTOOLS will have no responsibility for claims arising solely and directly from (i) unauthorized modifications of the Software made by You if such claim would not have arisen but for such modifications, or (ii) unauthorized combination or use of the Software with products not contemplated herein if such claim would not have arisen but for such combination or use.

12. COPYRIGHTS

J2SSH Maverick is an SSH API supporting both SSH1 and SSH2 connections and is compatible with all Java Platforms. The source code has integrated software developed by the following projects:

Bouncycastle Lightweight API for J2ME - http://www.bouncycastle.org
Copyright (c) 2000 The Legion Of The Bouncy Castle (http://www.bouncycastle.org)

of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. 3. The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED ``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 JCRAFT, INC. OR ANY CONTRIBUTORS TO THIS SOFTWARE 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 Agreement is effective on the date that both parties have executed this Agreement. The attached Terms and Conditions, Schedules, and any written Addendum(s) or Amendment(s) that SSHTOOLS and **XXX** may agree upon are also part of this Agreement when signed by both parties.

Intending to be bound, the parties have signed this Agreement as follows:

Executed as a binding Agreement by SSHTOOLS:

By (Signature): _____ (Authorized signatory)

Print Name: _____ Title: _____

Date: _____

Executed as a binding Agreement by XXX:

By (Signature): _____ (Authorized signatory)

Print Name: _____ Title: _____

Date: _____