

Wyse Technology Inc.

Wyse® PocketCloud™ for Android

End User License Agreement (“License”)

IMPORTANT – READ CAREFULLY:

THIS LICENSE IS A LEGAL DOCUMENT setting forth the terms under which Wyse Technology Inc. (“Licensor”) and its licensors and suppliers (collectively referred to as “Third Party Suppliers”) are willing to license to you software which is owned by Licensor and/or its Third Party Suppliers, who are intended third party beneficiaries under this License.

- 1. Acceptance.** Licensor is willing to license to you the enclosed software, downloaded software, or software described in the manual or other document containing this License, whichever is applicable, (“Software”), together with any supplied documentation, only if you accept all of the terms contained in this License. Please read this Agreement carefully before unpacking, downloading, copying or using the Software. By doing any of the above, you agree to be bound by the terms of this License. If you do not agree to these terms, Licensor and its Third Party Suppliers are unwilling to license the Software to you, and you should not and may not unpack, download, copy or use the Software. In such case, you should promptly contact Licensor for information on return of the unused product and all accompanying materials for a refund of your money. ANY USE OF THE SOFTWARE WILL CONSTITUTE YOUR AGREEMENT TO THIS LICENSE (OR RATIFICATION OF ANY PREVIOUS CONSENT).
- 2. Grant.** Licensor grants to the user a non-exclusive, worldwide, and perpetual license to perform, display, and use the Product on any mobile device that can access the Google operated Android Market site. Solely with respect to electronic documentation supplied with the Software, you may make copies (either in hardcopy or electronic form) provided that such copies shall be used only for internal purposes and are not republished or distributed beyond the user’s premises.
- 3. Copyright.** The Software and all related documentation are protected under the laws and treaties of copyright and intellectual property. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Software) and any copies thereof are owned and retained by Licensor and/or its Third Party Suppliers. You may copy and use the Software and related documentation only as expressly permitted in this License. You must reproduce and maintain all proprietary marks, legends, and copyright notices that appear in or on the Software and related materials, or any portion thereof, on any copies of the Software or related materials that you make or use. Third Party Suppliers named in such copyright notices shall each have the right to enforce provisions of this License.
- 4. Patents.** The Software and/or the associated Wyse product are protected by copyright, international treaties, and various patents, including the following U.S. patents: 6,836,885 and 5,918,039.
- 5. Restrictions.** You may not use, copy, modify, translate or transfer the Software, or any modification thereof, in whole or in part, except as expressly provided for in this License. You may not sell, rent, lend or lease the Software. You may not decompile, reverse engineer or otherwise decode or alter the Software, or attempt to do any of the same, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.
- 6. Software Transfer.** You may permanently transfer to another party all of your rights under this License provided you retain no copies of the Software, you transfer the entire product (including all component parts, the media and printed materials, any upgrades, these license terms, and, if applicable, the Certificate(s) of Authority), and the recipient accepts and agrees to the terms and conditions of this License. You may not otherwise sublicense, assign or transfer the Software. If the Software is an upgrade, any transfer must also include all previous versions of the Software.
- 7. Termination.** This License will terminate automatically if you fail to comply with any of its terms or conditions, including any attempt to modify the Software. Upon termination for any reason, you agree to promptly destroy all copies of the Software and related material or return all such copies to Licensor.
- 8. Disclaimer of Warranty.** The media on which the Software is shipped will be free from defects in materials or workmanship on the date of delivery, or the downloadable installation of the Software will install as described in the installation instructions, whichever is applicable. This is the sole and exclusive warranty with respect to the Software, and your sole and exclusive remedy is limited to repair or replacement of the Software media, at Licensor’s sole discretion. The Software is in all other respects provided “AS IS” with all faults and with no other warranties of any kind, express, implied or statutory.
LICENSOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, CORRESPONDENCE TO DESCRIPTION OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT

WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR FREE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

- 9. LIMITATION OF LIABILITY.** IN NO EVENT SHALL LICENSOR OR ANY THIRD PARTY SUPPLIER BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION COST OF COVER, LOST PROFITS, OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH THE LIABILITY MAY BE ASSERTED, EVEN IF ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- 10. REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF LICENSOR AND ANY THIRD PARTY SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT, AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
- 11. Additional Software.** Any Software provided to you by Licensor or its Third Party Suppliers which updates or supplements the original Software is governed by this License unless alternative terms are provided with such update or supplements.
- 12. Entire Agreement.** You agree that this License is the complete and exclusive statement of agreement between you and Licensor, and that it supersedes any prior proposal or agreement, oral or written, and any other communication relating to the Software, other than payment terms. No vendor, provider, OEM, sales representative, or other person is authorized to modify this License or to make any warranty, representation or promise that is different from those set forth in this License.
- 13. Governing Law.** This License shall be governed by and interpreted in accordance with the laws of the State of California of the United States of America.
- 14. Export Restrictions.** You acknowledge that the Software is of US origin. You agree that you will not export or transmit the Software to any country to which export is restricted by applicable U.S. law or regulation without the written approval of the appropriate U.S. Government organization.
- 15. U.S. Government Restricted Rights.** The Software and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in FAR, 48 CFR 52.227-14 and -19 or DFAR, 48 CFR 252.227-7013, -7014 and -7015, as applicable.