

END-USER LICENSE AGREEMENT

Please read and understand all rights and limitations stated in this **MobileTrust® END-USER LICENSE AGREEMENT ("the EULA")** carefully. **Notwithstanding the terms of the EULA, please be aware and approve of the following terms that before getting the legally license of the "Product" in any following ways, you have no rights to use the "Product" on your intelligent terminal, or in any other way: 1) get the legally license directly from StrikeForce Technologies, Inc.; 2) get the legally license from certain third party that has right to sublicense.**

Before using the "Product" that accompanies the EULA, you need to read all the terms of the EULA and decide whether to agree with the terms or not. Unless you agree all the terms of the EULA, you shall not use the "Product" on your intelligent terminal.

The EULA is a legal agreement entered into between you and StrikeForce regarding the "Product". The "Product" includes intelligent terminal software and any associated documents and printed materials. Before using the "Product", you shall agree to all the terms of the EULA. If there is any disagreement, please do not use the "Product".

The "Product" is protected by copyright laws, registration and trademark notations, patent laws, international copyright treaties and all other related laws and treaties. The "Product" is licensed, not sold.

1. Upon your acceptance of all the provisions of the EULA, StrikeForce grants you a non-exclusive license to the "Product" in the worldwide. You are entitled to:

1) Install, use, display and run (collectively referred as to "run") a copy of the "Product" on one intelligent computer or device;
2) Distribute the "Product" in the worldwide by lawful means, but you agree to comply with all the following terms simultaneously when you distribute the "Product": A. Distribute the "Product" only as the status quo as StrikeForce provides, and the "Product" distributed by you shall only be the complete version (including but not limited to contain the entire contents of the EULA) provided by StrikeForce without any modification and contain all the copyright mark;

B. No modification concerning the content or the form of the EULA is allowed, you shall ensure the end user whom you distribute the "Product" to are in the acceptance of all terms of the EULA before installing, using the "Product"; C. If the terms mentioned above (article 1,2) is inconsistent with the other terms of the EULA, or in conflict with other terms of the EULA during the actual implementation process, the content of the terms mentioned above (article 1,2) shall prevail only.

2. You shall abide by the following obligations:

1) Do not use and/or revise the "Product", as a whole or part, beyond the scope authorized by the EULA.
2) Do not reverse engineer, de-compile, or disassemble the "Product" or attempt to gain access to the source code for the "Products" by any means.
3) You shall not sell the "Product", make a profit of or or collect disguised fee from the "Product" by any means.
4) Make sure that all the copies of the "Product" comprise all the copyright marks.

3. Product Support Services

1) Provided that StrikeForce expressly agrees and covenants in the user manual or in other associated documents and printed materials that StrikeForce may provide you with certain product support

services related to the "Product", the "Product" support service shall be provided by StrikeForce subject to the policies and programs described in such documents.

2) Any add-on software codes provided by StrikeForce as a part of the support services (if any) shall be deemed to be a part of the "Product" and be governed by the EULA, unless separate terms are provided by StrikeForce Technologies, Inc.

3) You express assent that, StrikeForce can use the technical information you provided (if any) for business purpose, including but not limited to product supporting and researching. At this time, StrikeForce will not mention you in an individual way, unless it is necessary to provide you with product support services.

4. Replacing, Reworking and Upgrading

1) StrikeForce reserves the rights to replace, revise and upgrade the "Product", as well as the rights to charge fees for such new version (referring to the replaced edition, the revised edition or the upgraded edition, depending on the circumstances) of the "Product" by prior announcement to you (including without limitation to the client POP, the "Product" official website and the email address you provided) at any time. Due to special reasons (including but not limited to the reasons that the email address you provide is invalid, an email filtering or email blocking of your email, and etc.) which lead a failure of receiving any announcement sent by StrikeForce to your email box, StrikeForce does not incur any liability. The terms of the announcement mentioned above will come into effect on the effective day which stipulated in the announcement. If the announcement does not stipulated the effective day of the terms, it will come into effect on the day of sending or publishing the announcement.

2) You can choose (including automatically upgrade your setting) the new version StrikeForce provided to replace, revise and upgrade the "Product". Please be aware and approve of the situation that after the release of new version, StrikeForce does not ensure the old version is still available.

StrikeForce reserves the rights to change or restrict some of the functions or effects of the "Product" due to the business development needs, you may assume the risk related to it.

3) Any replaced, revised and/or upgraded edition of the "Product" provided to you will be deemed as a part of the "Product", and shall be governed by the EULA, unless the EULA is replaced by another agreement attached to the replaced, revised and/or upgraded edition of the "Product".

4) If StrikeForce provides a replaced, revised and/or upgraded edition of the "Product": a) You shall not use the replaced, revised and/or upgraded edition of the "Product" until you fully agree with the replaced, revised and/or upgraded edition of the "Product" and the new version of EULA attached (if any); and b) The license to the former edition shall be terminated.

5. The Existing Free Functions and Charges Please be aware and approve of the terms that, despite StrikeForce provides you the existing functions for free ("existing free functions"), StrikeForce has the possibility to charge you for part or all of the new or additional functions ("charging functions") of the "Product" due to any replace, revise or upgrade. Please take the specific charge policy announced by StrikeForce on the occasion as the standard, and you can choose to accept the charging functions or not. If you choose to accept, you should pay StrikeForce the related charging fees. If StrikeForce has any accompanying agreements or terms of charging functions, you may agree with the accompanying agreement or terms in advance while choosing to accept the charging functions, and the accompanying agreement or terms regard as the supplement of the EULA, if conflict, the accompanying agreement or terms shall prevail.

6. Reservation of Rights Any rights not expressly and clearly granted in the EULA shall be reserved by StrikeForce Technologies, Inc.

7. Copyright

1) You shall not remove any copyright mark from the "Product", meanwhile you shall make the

copyright mark exactly as is on all the copies of the "Product" to duly announce StrikeForce's copyright.

2) StrikeForce owns the copyright of the "Product" (including but not limited to any image, picture, flash, video, record, music, word and add-program), printing material attached and any copies of the "Product".

3) Copyright and any other rights in the "Product" and its documents are protected under the local and international Laws and treaties.

4) You shall not remove or destroy any copyright mark regarding the "Product". You guarantee that you shall also copy this copyright declaration in all copies of the "Product" (whether in whole or part).

5) You agree to prevent any pirates of the "Product" and its documents.

6) You shall not copy the printing material attached to the "Product".

8. Export Restrictions The "Product" is subject to the United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

9. Disclaimer Of Warranties. The express warranties provided for in the EULA are the only warranties made to you. To the maximum extent permitted by the applicable laws, StrikeForce and its suppliers provide the "Product" and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other assurance and warranties, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties of merchantability or fitness for a particular purpose, accuracy of responses, completeness of results, free of viruses and negligence with regard to the "Product", and the provision of or failure to provide support or other services as for the "Product".

10. Limited Liability

TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, IN NO EVENT WILL STRIKEFORCE TECHNOLOGIES, INC. AFFILIATES, DIRECTORS, EMPLOYEES, DISTRIBUTORS, SUPPLIERS, AGENTS OR RESELLERS (COLLECTIVELY, THE "STRIKEFORCE") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, DIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO USING OR NON-USING THE PRODUCT, INCLUDING, BUT NOT LIMITED TO DAMAGES CAUSED BY PERSONAL INJURIES OR PROPERTY LOSSES, DAMAGES CAUSED BY LOST PROFITS, LOST DATA, WORK STOPPAGE, INTELLIGENT TERMINAL FAILURE OR MALFUNCTION OR LOST COMMERCIAL INFORMATION, DAMAGES CAUSED BY DISCLOSURE OF PRIVACY DUE TO FAILURE TO PERFORM GOOD-WILL OR PROPER CARE OR ANY OTHER LIABILITY, DAMAGES CAUSED BY NEGLIGENCE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, THE STRIKEFORCE'S ENTIRE COLLECTIVE LIABILITY UNDER ANY PROVISION OF THE EULA SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE REASONABLE FEES YOU PAID FOR LICENSE OF THE "PRODUCT" (IF ANY) STIPULATED IN THE EULA. IF YOU GET THE "PRODUCT" AND THE CORRESPONDING SERVICE FOR FREE, STRIKEFORCE SHALL NOT BE OBLIGATED TO UNDERTAKE ANY RESPONSIBILITY OR PAY ANY COMPENSATION. ADDITIONALLY, STRIKEFORCE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH OR USED WITH THE "PRODUCT" AND/OR ANY

MATERIAL LINKED THROUGH SUCH CONTENT.

11. Termination of License

- 1) StrikeForce is entitled to terminate the EULA at any time, if any terms or conditions in the EULA are violated. Upon the termination, you shall destroy or return to StrikeForce all the copies and all the associated documents and printed materials of the "Product".
- 2) Provided that StrikeForce offers you any replaced, revised and/or upgraded edition of the "Product" attached with a replacement of the EULA which stipulates that you can use the replaced, revised and/or upgraded edition of the "Product" under the condition that you accept the replacement of the EULA, StrikeForce may terminate the original EULA.

12. U.S. GOVERNMENT RESTRICTED RIGHTS:

RESTRICTED RIGHTS LEGEND: All STRIKEFORCE software and documentation are commercial in nature. The Software and Software documentation are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. § 252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.27-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable.

STRIKEFORCE's Software and Software documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this license agreement. Manufacturer is STRIKEFORCE TECHNOLOGIES, INCORPORATED, Customer Sales and Service, 1090 King Georges Post Road, Suite 108, Edison, New Jersey, 08837, USA.

13. All disputes arising out of or in connection with the performance of the EULA shall be resolved through friendly negotiation between parties. Any dispute, if failed to be solved by the above consultation, shall be submitted to the people's court having jurisdiction in the place where StrikeForce has its domicile.

14. Important Notice:

In order to improve the quality of the "Product" and relevant services, the basic information about your usage of the "Product" will be collected only with your approval. The information collected may contain limited personal information, such as your name, address and email. Such information shall only be used for support and marketing analysis, so that better functions and services of the "Product" can be provided. StrikeForce shall keep confidential of any and all information collected from you.

The criterion of the scope of the information collection in this article relies on the technical level of StrikeForce from time to time. StrikeForce will make its every endeavor to pursue the accuracy of the judgment. Provided however, that limited by the factual technical level and so on, StrikeForce could only distinguish and collect the information based on its own capability of judgment. You have been fully and clearly informed of the content mentioned above, acknowledged the operation of StrikeForce, and you are willing to bear any loss and damage caused by this.

Admission You acknowledge that you have now read and understood the EULA and have expressly agreed to be bound by all the terms and conditions of it.