

GLOBALSCAPE, INC. CUTEFTP PRO™ VERSION 2.0 LICENSE

This Software is licensed, not sold. You may use this Software only as described in this license.

If you do not agree to the terms of this license, do not install the Software or use any registration number that was provided with the Software. You may contact the Web site or store where you purchased the license for a refund if you have not used the registration number.

DEFINITIONS. When used in this license, these terms have the following meanings:

“Software” means the computer program known as CuteFTP Pro Version 2.0, including the Transfer Engine and Transfer Engine Software Development Kit, any updates, supplemental code or programs provided to you by GlobalSCAPE with or in connection with CuteFTP Pro, the Transfer Engine or the Transfer Engine Software Development Kit, the user's manual and Help file, any components, any related media and printed materials, and all other any related "online" or electronic documentation.

“Transfer Engine” means the portions of the Software located in the following files: ftppte.exe, gssupport.dll, sftp.dll, and ssl.dll;

2. GRANT OF LICENSE.

Evaluation Copy. If you acquired the license for the Software on an evaluation or trial basis, you may use the Software without charge for thirty (30) days from the day that you install the Software. You must pay the license fee and register your copy to continue to use the Software after the thirty (30) day evaluation period. To pay the license fee and register your copy, you should visit www.globalscape.com or an authorized sales agent. For so long as the Software is the most current version of CuteFTP Pro distributed by GlobalSCAPE, you may give exact copies of the evaluation Software to anyone. You may not charge any fee for the copy or use of the evaluation Software itself, but you may charge a distribution fee that is reasonably related to any cost you incur distributing the evaluation Software (e.g. packaging). You must not represent in any way that you are selling the Software itself. Your distribution of the evaluation Software will not entitle you to any compensation from GlobalSCAPE. You must distribute a copy of this license with any copy of the Software and anyone to whom you distribute the Software is subject to this license. You may not remove any copyright, trademark or reservation of rights language displayed on, in or with the Software.

Registered Copy. When you purchase a license, you will be provided with a registration number. You must enable the registered license for the Software by entering the registration number as prompted by the Software. You may use the registered Software on that number of computers for which you have purchased a separate license as indicated on the invoice or sales receipt. If the Software is installed on a network server or other storage device, you must purchase a license for each separate computer on which the Software is used. A license for the Software may not be shared by alternating use of the Software between different computers. If you acquired the Software for a reduced price as an upgrade from a previous version of the Software, you must either use the Software on the same computer(s) on which the previous version was installed or destroy all copies of the previous version. The primary user of a computer for which a license has been purchased may make and use one copy of the Software on his or her portable computer. You may also make one copy of the Software for back-up or archival purposes. Otherwise, you may not copy the Software in whole or in part. You may permanently transfer all of your rights under this license if the recipient agrees to the terms of this license, you destroy any copy of the Software not transferred to the recipient, and, if the Software was licensed to you at a reduced price as an upgrade from a previous version, you destroy any copy of any previous version that is not transferred to the recipient.

Software Development Kit. You may use the Transfer Engine Software Development Kit to incorporate the Transfer Engine in a program other than CuteFTP Pro, provided that your program must include both the ftp.exe and gssupport.dll components of the Transfer Engine in their complete and unmodified form, and if you use the sftp.dll or ssl.dll components, you must use them in their complete and unmodified form. The Transfer Engine remains subject to this license, but GlobalSCAPE does not claim any rights in any program or script you create to control the Transfer Engine through its Component Object Model interface. You may use a program into which you have incorporated the Transfer Engine only on those computers for which you have a license to use CuteFTP Pro, and you may not transfer or distribute such a program to any third party. If you wish to use the Transfer Engine on a computer on which you are not licensed to use CuteFTP Pro, or you wish to distribute the Transfer Engine to third parties, you must obtain a separate license for the Transfer Engine Software Development Kit. See www.globalscape.com for information.

3. RESTRICTIONS. You may not reduce the Software to human readable form, reverse engineer, de-compile, disassemble, merge, adapt, or modify the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, or lend the Software. You may not use the Software to perform any unauthorized transfer of information, such as copying or transferring a file in violation of a copyright, or for any illegal purpose.

4. SUPPORT SERVICES. GlobalSCAPE may provide you with support services related to the Software. Use of support services is governed by the user's manual, online documentation, and other GlobalSCAPE materials, as they may be modified from time to time. GlobalSCAPE may use any information you provide as part of obtaining support services for its business purposes, including product support and development.

5. INFORMATION COLLECTION. The Software includes a feature that assigns a unique number to your computer based on system information. The Software reports this number to us either when you install the Software or enter your registration number, or both. The Software may also identify and report to us your Windows language identifier setting, IP address, and the date and time of installation and/or registration. We use this information only to count the number of installations, detect piracy, and develop rough statistical data regarding the geographic location of our users. If you register our Software, we tie this information to the personally identifiable information that we have about you.

6. TERMINATION. This license terminates if you fail to comply with its terms and conditions. If your license terminates, you must destroy all copies of the Software. The termination of this license does not limit GlobalSCAPE's other rights it may have by law.

7. INTELLECTUAL PROPERTY. You acknowledge that you have only the limited, non-exclusive right to use and copy the Software as expressly stated in this license and that GlobalSCAPE retains title to the Software and all other rights not expressly granted. You agree not to remove or modify any copyright, trademark, patent or other proprietary notices that appear, on, in or with the Software. The Software is protected by United States copyright, patent and trademark laws and international treaty provision.

8. EXPORT RESTRICTIONS. You may not export or re-export the Software in violation of the export laws of the United States, or the applicable laws of any other jurisdiction. Among other things, U.S. laws provide that the Software may not be exported or re-exported to certain countries that are embargoed or restricted or to certain restricted persons. Embargoed and restricted countries currently include Afghanistan, Cuba, Iran, Iraq, Libya, Sudan, North Korea and Syria. **The Software contains encryption technology that is controlled for export by the U.S. government under the Export Administration Act. In addition to other restrictions described in this section, you may not use the Software, or export the Software to any destination where you know or have reason to know that the Software may be used, in connection with the proliferation of nuclear, chemical or biological weapons or missiles.]**

9. NO WARRANTIES. **To the extent permitted by applicable law, the Software and any support services are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the**

implied warranties of merchantability, fitness for a particular purpose, or noninfringement. Computer programs are inherently complex, and the Software may not be free of errors. The Software is provided with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

10. LIMITATION OF LIABILITY. GlobalSCAPE is not liable to you for any consequential, special, incidental, or indirect damages of any kind arising out of the delivery, performance, or use of the Software, even if GlobalSCAPE has been advised of the possibility of such damages. Unless applicable law provides otherwise, GlobalSCAPE's liability for any claim related to your purchase of a license for or use of the Software, whether in contract, tort, or any other theory of liability will not exceed the greater of U.S. \$5.00 or the license fee paid by you.

11. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with the commercial rights described in this license, and is otherwise provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 or subparagraphs (c)(i) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is GlobalSCAPE, Inc, 6000 Northwest Parkway, Suite 100, San Antonio, Texas, 78249, USA.

12. MISCELLANEOUS. This license is governed by the laws of the State of Texas, U.S.A. This license is not governed by the United Nations Convention of Contracts for the International Sale of Goods. This license constitutes the complete and exclusive agreement between us, notwithstanding any provision in any purchase order or other written document, except for our statement of the number of separate license fees for which you have paid as described in Section 2, above. This license may only be modified by a written document signed by GlobalSCAPE. If any provision of this license is held to be unenforceable, the remainder of the license shall not be affected, and the unenforceable provision shall be reformed to the extent necessary to make the provision enforceable. If you are located outside the United States, then the following provision applies: Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui SHY rattaché, soient rédigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.")

Should you have any questions concerning this license, or if you desire to contact GlobalSCAPE for any reason, please contact GlobalSCAPE by mail at: 6000 Northwest Parkway, Suite 100, San Antonio, Texas, 78249, USA, by telephone at: (210) 308-8267, or by electronic mail at: support@globalscape.com.