QIPoint End User License Agreement

QIPOINT WILL LICENSE THE PRODUCT, ITS COMPONENTS AND RELATED DOCUMENTATION (COLLECTIVELY, "SOFTWARE") PURSUANT TO THE TERMS OF THIS DOWNLOAD LICENSE AGREEMENT ("AGREEMENT"). BY CLICKING ON THE "ACCEPT" BUTTON, DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE AND YOU WILL NOT HAVE ANY LICENSE TO ANY PART OF THE SOFTWARE. QIPOINT'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS.

BY CLICKING "ACCEPT" YOU ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF AND YOUR EMPLOYER (EACH A "LICENSEE") TO BE BOUND TO THIS AGREEMENT. YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON YOUR EMPLOYER'S BEHALF.

The Software is protected by Federal Copyright Law. QIPoint retains the title to and ownership of the Software. You are licensed to use this Software based on the following terms and conditions:

SOFTWARE LICENSE

The licensee is defined as the individual or company utilizing the Software. QIPoint hereby grants the licensee a nonexclusive license authorizing the licensee to use the enclosed Software in accordance with any licensed client, volume and/or other limitations set forth in the ordering document or quote ("Quote") for the Software prepared for Licensee by QIPoint or an authorized QIPoint reseller or distributor ("Reseller"), and (c) in accordance with the associated documentation.

RESTRICTIONS

YOU MAY NOT Rent or sub-license this Software, except as expressly permitted in this License without prior written consent from QIPoint. In the case of an authorized transfer, the transferee must agree to be bound by the terms and conditions of this License Agreement.

The software license key and user/company name must be registered with QIPoint in order to be eligible for support or distribution rights of this Software.

You may not remove any proprietary notices, labels, trademarks on the Software or Documentation. You may not modify, de-compile, disassemble, reverse engineer or translate the Software.

US GOVERNMENT RESTRICTED RIGHTS - Use, duplication or disclosure by the United States Government is subject to restrictions as set forth under DFARS 252.227-7013 or in FARS 52.227-19 Commercial Computer Software - Restricted Rights.

TERM - You may terminate your License and this Agreement at any time by destroying all copies of the Software and Software Documentation. They will also terminate automatically if you fail to comply with any term or condition in this Agreement.

LIMITED WARRANTY

THIS SOFTWARE AND DOCUMENTATION ARE SOLD "AS IS" WITHOUT ANY WARRANTY AS TO THEIR PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. IN NO EVENT SHALL QIPOINT OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, DEVELOPMENT, PRODUCTION, OR DELIVERY OF

THIS SOFTWARE BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, BENEFITS, USE, OR DATA RESULTING FROM THE USE OF THIS SOFTWARE, OR ARISING OUT OF ANY BREACH OF WARRANTY.