



ITLAQ END USER LICENSE AGREEMENT
READ THIS AGREEMENT BEFORE INSTALLING THE ITLAQ SOFTWARE

These are the terms on which ITLAQ Technologies (referred to as ITLAQ, **we**, **our** and **us** in the Agreement) licenses you (referred to as **you** and **your** in the Agreement) to use the Software.

By installing or otherwise using the Software, you are agreeing to the following terms. If you do not agree with the following terms, do not install or use the Software.

1. Definitions

- 1.1 IP** means: (a) patents, trade marks, services marks, design rights (whether registered or unregistered and including any applications for these rights); (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; (c) trade or business names; (d) know-how, confidential information and trade secrets, and (e) any other similar rights or obligations whether registrable or not in any country.
- 1.2 License Fee:** means the relevant license fee for the Software.
- 1.3 Material:** means material in any form, including documents, reports, products, equipment, information, data, source code, software, software tools, and methodologies.
- 1.4 Software:** means our software product and includes the Software Documentation and all other associated Material provided by us in relation to that software.
- 1.5 Software Documentation:** means any documentation provided by us which is incorporated in or associated with software.
- 1.6 Software License:** means a non-exclusive, non-transferable license to use the Software in accordance with this Agreement.
- 1.7 Support:** means the support, assurance, new releases and related services for the Software described in the Support Documentation and includes the Support Documentation and all other associated Material provided by us in relation to that support.
- 1.8 Support Documentation:** means any documentation provided by us which is incorporated in or associated with support.

2. Grant of Licence

- 2.1** In consideration of payment of the License Fee, we grant you the Software License. This license continues until terminated in accordance with this Agreement.
- 2.2** You are entitled to install the Software on 1 computer or server only, for the sole purpose of using the Software. You may make 1 copy only of the Software for back-up purposes. That copy must contain all of our proprietary notices. If you upgrade the Software, you may no longer use the previous version of the Software that you upgraded from.
- 2.3** In the event that we make available to you a software upgrade or update, add-on component, web service and/or supplement (whether in conjunction with providing Support or otherwise), the terms of this Agreement will apply.

3. Warranties

- 3.1** The Software has not been written to meet your individual requirements and is supplied on an "as is" basis. A failure of any part or the whole of the Software to be suitable for your requirements will not give rise to any right or claim against us.

- 3.2** Our sole warranties in connection with the Software are that: (a) it will work substantially in the manner described in the Software Documentation for a period of 30 days from the first day the Software is first installed; and (b) it does not infringe the IP of any person.
- 3.3** Your sole remedy for any breach of the warranties in clause 3.2 is that we must, at our option, either: (a) modify the Software; or (b) replace the Software with software of substantially similar functionality, so as to correct any defect or to render its use non infringing (as the case may be) PROVIDED THAT the identified defect or infringement has not been caused by: (i) any modification, variation or addition to the Software not performed by us; (ii) incorrect use, abuse or corruption of the Software; or (iii) the use of the Software with other software or on equipment with which it is incompatible. You must provide sufficient information about any defect to enable us to reproduce it on our systems.
- 3.4** You acknowledge that the Software in general is not free of errors or defects and agree that the existence of any errors or defects will not constitute a breach of this Agreement.
- 3.5** We do not warrant that the Software is free from all known viruses. Although we have used commercially reasonable efforts to check for the most commonly known viruses, you are solely responsible for virus scanning the Software.

4. Confidentiality

- 4.1** You acknowledge that the ideas and expressions contained in the Software and any modifications or particulars of them that may be provided to you by us are confidential (except to the extent that they have entered the public domain other than through a breach of this Agreement by you). You undertake not to disclose this confidential information to any person other than your agents and employees and then only to enable the Software to be used in accordance with and for the purposes of this Agreement. You must ensure that these persons maintain this confidentiality.
- 4.2** You must not remove, delete or obscure any copyright notices or confidentiality notices on or in the Software.

5. Support

We will provide you with Support in accordance with the Support Documentation or a separate agreement between us and you.

6. Intellectual Property (IP)

- 6.1** You acknowledge that you obtain no IP in the Software or the Support. As between us, all IP in the Software and the Support vests in us.
- 6.2** You must not (except to the extent permitted by any law that cannot be excluded): (a) copy, modify, enhance or reproduce the Software, in whole or in part (other than in accordance with clause 2.2); (b) reverse-engineer, reverse-translate, disassemble, de-compile, or otherwise attempt to derive source code to the Software; (c) incorporate, embed, combine, merge or bundle the Software with any other hardware or software (except to the extent strictly necessary to use the Software in accordance with its intended purpose and these terms); and (d) directly or indirectly permit any third party to do any of the above.
- 6.3** If you become aware of any infringements or suspected infringements by any third party of any IP in the Software or Support, you must immediately notify us.
- 6.4** You must at our request and expense take any action as we reasonably deem is appropriate to protect our IP.

7. Termination

- 7.1** We may terminate this Agreement immediately by notice if you breach this Agreement and fail to remedy the breach within 14 days of becoming aware of the breach.
- 7.2** On termination of this Agreement, you must immediately cease to use the Software and, if possible, return the Software (and all copies) to us. Where the Software cannot be returned, you must permanently delete or destroy the Software and provide a declaration to us that you have complied with this **clause 7.2**. This requirement is without prejudice to any other rights and remedies that we may have in respect of the breach.

7.3 **Clauses 4, 6, 8 and 9** survive the expiry or termination of this Agreement. **Clause 4.1** expires 3 years after the date of termination or expiry of this Agreement.

8. Taxes and export restrictions

8.1 Unless expressly stated to the contrary, all fees, costs and charges referred to in this Agreement are exclusive of all taxes, duties and imposts.

8.2 If we are or will be liable for any taxes, duties or imposts (including goods and services tax or value added tax) on or relating to this Agreement or anything done pursuant to this Agreement (excluding income tax) then you must pay us an amount equal to that liability at the time that you pay any fees, costs or charges to which the liability relates.

8.3 You acknowledge that the Software and the Support may be subject to export restrictions imposed by the governments of any of the countries in which we or you operate. You will comply with, and fully co-operate with us in relation to, these restrictions.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1 IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, DELETION OR CORRUPTION OF ELECTRONICALLY STORED INFORMATION, LOST DATA, OR OTHER SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 OUR AGGREGATE LIABILITY UPON ANY CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED BY US UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT FOR THE APPLICABLE SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES.

9.3 YOU ACKNOWLEDGE THAT WE HAVE SET OUR PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY SET OUT IN THIS AGREEMENT, AND THAT THESE FORM AN ESSENTIAL BASIS OF THE BARGAIN REACHED BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SPECIFIED IN **CLAUSE 9** WILL SURVIVE AND APPLY EVEN IF ANY CLAUSE IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THIS, NOTHING CONTAINED IN THIS AGREEMENT WILL LIMIT OUR LIABILITY FOR OUR OWN WILLFUL OR WANTON CONDUCT.

9.4 YOU MUST INDEMNIFY US IN RESPECT OF ALL LOSS, DAMAGES AND EXPENSES AND ALL CLAIMS AND DEMANDS MADE BY A THIRD PARTY ARISING OUT OF ANY OF THE FOLLOWING: (A) YOUR BREACH OF THIS AGREEMENT; AND (B) ANY NEGLIGENT, WILLFUL OR FRAUDULENT CONDUCT BY YOU, YOUR EMPLOYEES, REPRESENTATIVES OR AGENTS.

9.5 WE MAKE NO WARRANTY OR REPRESENTATION TO YOU AS TO THE PERFORMANCE OR OPERATION OF THE SOFTWARE, SUPPORT OR ANY OTHER PRODUCTS OR SERVICES EXCEPT AS PROVIDED FOR IN **CLAUSE 3**. WE MAKE NO OTHER WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO US, THE SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES PROVIDED BY US AND, SUBJECT TO THIS CLAUSE, ANY CONDITION OR WARRANTY WHICH WOULD OTHERWISE BE IMPLIED IN THIS AGREEMENT IS HEREBY EXCLUDED. WHERE LEGISLATION IMPLIES IN THIS AGREEMENT ANY CONDITION OR WARRANTY, AND THAT LEGISLATION AVOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING OR MODIFYING THE APPLICATION OF OR EXERCISE OF OR LIABILITY UNDER SUCH CONDITION OR WARRANTY, THAT CONDITION OR WARRANTY WILL BE DEEMED TO BE INCLUDED IN THIS AGREEMENT. HOWEVER, OUR LIABILITY FOR ANY BREACH OF SUCH CONDITION OR WARRANTY WILL BE LIMITED, AT OUR OPTION, TO ONE OR MORE OF THE FOLLOWING: (A) IF THE BREACH RELATES TO GOODS: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF SUCH GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IF THE BREACH RELATES TO SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

9.6 DESPITE ANY OTHER PROVISION IN THIS AGREEMENT, WE DO NOT EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT THE SAME ARISES DIRECTLY FROM OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES.

10. General

10.1 This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications in connection with that subject matter. The parties acknowledge that, except as expressly stated in this Agreement, they have not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to this Agreement.

10.2 This Agreement may only be amended in writing signed by both parties.

10.3 Each party warrants that it has the authority, power and capability to enter into and to perform its obligations under this Agreement and that its obligations under this Agreement are binding and enforceable.

10.4 Neither party will be liable for any failure to perform its obligations under this Agreement (other than an obligation to pay money) if the party is prevented from doing so by any cause beyond its reasonable control.

10.5 Each term of this Agreement must be interpreted in such manner as to be effective and valid under applicable law. If any term of this Agreement is held to be prohibited by or invalid under applicable law, that term is ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

10.6 A term of this Agreement may not be waived except in writing signed by the party granting the waiver. The waiver by a party of a breach by another party of any term of this Agreement does not operate as a waiver of another or continuing breach by that party of that term or any other term of this Agreement.

10.7 You must not assign or novate any of your rights or obligations under this Agreement without our prior written consent (which we may withhold in our absolute discretion). We may assign or novate any of our rights or obligations under this Agreement to any person by notice to you.

10.8 This Agreement is governed by the laws applicable in the State of Florida, U.S.. The parties submit to the non-exclusive jurisdiction of the courts of that State.