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IF YOU INSTALL, COPY, DISPLAY, EXECUTE, PERFORM OR MAKE ANY OTHER USE OF THE SOFTWARE PRODUCT, YOU ARE DEEMED TO HAVE ACCEPTED AND YOU ARE BOUND BY ALL THE TERMS AND CONDITIONS OF THE EULA (INCLUDING WITHOUT LIMITATION ANY APPENDICES OR SCHEDULES ATTACHED HERETO APPLICABLE TO THE PARTICULAR SOFTWARE PRODUCT).

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c. "Confidential Information" is to be construed broadly and includes, but is not limited to, all of the following: software architecture, data and other recorded information, designs, devices, discoveries, drawings, Inventions, know-how, materials and documents, procedures and products, software (including interfaces, object code, source code, firmware and any and all enhancements, related documentation, releases, revisions, and updates thereto), trade secrets, specifications, and the like, all whether in preliminary or final form and in and on any media whatsoever, that are created, conceived, reduced to practice, developed, discovered, invented or made, relating to the Software Product. Confidential Information does not include what is already public or what is later publicly made known without any unlawful acts, omissions and conduct of LICENSEE or third-parties.

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e. "Person" means a natural person or any form of organization or entity including, but not limited to, corporations, partnerships, associations, limited liability companies or governmental organizations or agencies.

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g. "Virtual Machine" shall mean an operating system that is running in a "virtualized" environment hosted on a physical computer or network whether the virtualization is accomplished by software or hardware (including for example only and not by way of limitation, software providing Virtual Machine environments including without limitation Microsoft Virtual PC, Microsoft Virtual Server, User-mode Linux, and EMC VMware, or hardware-based virtual machines such as Intel's VT (Vanderpool) and AMD's Pacifica), any CPU that is licensed to run one or more virtual environments, e.g. EMC VMWare or Microsoft Virtual Server 2005 Virtual Environment, or any other emulation of a physical CPU or machine running under the control of a Virtual Machine. Virtual Machine also means any virtualized environment run on any networks whether there is one physical "host," more than one physical "host," or no physical "hosts."

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a. Term. The license grants made in this EULA for a Software Products that is the subject of this EULA shall be effective so long as LICENSEE is in compliance with all terms and conditions of the EULA.

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c. Survival. The terms and conditions in the "NOTICE TO LICENSEE" section at the start of this EULA and Sections 1, 2.b, 3.b and c, 4, 5, 6, 7 and 8 of this EULA and the restrictions in Schedule A hereto shall also survive any termination of this EULA. In addition, if at termination of this EULA, LICENSEE owes LICENSOR any unpaid licensee fees, all such unpaid fees shall remain due and payable. Termination shall not be deemed to be and shall not be any or act as a bar, discharge, release, forgiveness, waiver, forbearance, impairment or any other limitation of LICENSOR's rights and remedies, in law or equity, for any violations by LICENSEE of any term or condition of this EULA or for any other violations of law, including without limitation, any infringement of any of LICENSOR's Intellectual Property Rights, including copyrights.

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b. Export. The Software Products are subject to U.S. export jurisdiction.

Section 7. DISPUTES; ARBITRATION; GOVERNING LAW; MISCELLANEOUS

a. Arbitration, Jurisdiction, Venue and Attorneys' Fees. LICENSEE agrees that any dispute regarding, relating to, or arising from this EULA or any Software Product or LICENSOR shall be determined in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator mutually selected by the parties with the arbitration to take place in Seattle, Washington, United States of America. The award of the arbitrator shall be final and binding on the parties. LICENSEE agrees and consents to personal jurisdiction, subject matter jurisdiction and venue in a federal or state court located in Seattle, King County, Washington, to enforce this EULA and any arbitration award and LICENSEE waives all defenses of lack of personal jurisdiction or *forum nonconveniens*. The prevailing party shall be entitled to its reasonable attorney fees and costs as awarded by the arbitrator (or the court, as the case may be). This EULA shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party may seek to enforce a final arbitration award in any and all courts or forums that have jurisdiction over the losing party. The parties agree that this Section 7 is subject to the New York Convention and fully enforceable in all countries that are signatories to the New York Convention.

b. Invalidity/Unenforceability/Waiver. The invalidity or unenforceability of any provision of this EULA shall not affect or impair the validity or enforceability of any other provision hereof. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law, subject to the terms and conditions of this EULA. No waiver of rights shall be valid unless contained in a writing specifically referring hereto and signed by the Person against whom enforcement is sought.

Section 8: ENTIRE AGREEMENT. In addition to the agreement to pay the applicable licensee fees for the license of a Software Product being purchased, this EULA and all attachments hereto constitute the entire agreement between LICENSOR and LICENSEE and supersede any and all oral or other agreements, statements, representations, and/or negotiations that may be not expressly incorporated in this EULA. This EULA may only be amended in a writing executed by authorized representatives of LICENSOR and LICENSEE.

SCHEDULE A

SOFTWARE PRODUCTS

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a. "Unlimited" means only for one legal entity as a LICENSEE and shall not include subsidiaries, parents, affiliates, brother-sister companies, joint ventures, and any other entities related in any way to the legal entity that is the LICENSEE.

b. "Server" means one (1) stand-alone server (only one cpu) installation with unlimited access from networked computers but excluding other servers that may also be networked. In the case of Virtual Machines, each separate Virtual Machine is considered a single "Server". "Virtual Machine" shall mean an operating system that is running in a "virtualized" environment hosted on a physical computer or network whether the virtualization is accomplished by software or hardware (including for example only and not by way of limitation, software providing Virtual Machine environments including without limitation Microsoft Virtual PC, Microsoft Virtual Server, User-mode Linux, and EMC VMware, or hardware-based virtual machines such as Intel's VT (Vanderpool) and AMD's Pacifica), any CPU that is licensed to run one or more virtual environments, e.g. EMC VMWare or Microsoft Virtual Server 2005 Virtual Environment, or any other emulation of a physical CPU or machine running under the control of a Virtual Machine. Virtual Machine also means any virtualized environment run on any networks whether there is one physical "host," more than one physical "host," or no physical "hosts."

c. An "event" is limited to one hour of technical consultation without charge. Please contact LICENSOR's sales office for additional support agreements that may be available for purchase.

d. "DBXL" means Qdabra® Database Accelerator for InfoPath®. InfoPath is a registered trademark of the Microsoft Corporation.

e. "ShP" means "SharePoint®" from the Microsoft Corporation. SharePoint is a registered trademark of the Microsoft Corporation.

f. "Doctype" or "Document Type" means any single database XML mapping configuration in DBXL such as an InfoPath form template corresponding to a unique ".XSN" file.

g. "Documents" means XML files.

h. "Forum" refers to the forum at URL <https://www.infopathdev.com/forums/>. LICENSOR reserves its rights in its sole discretion to change the URL in the future or to discontinue such forum.

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b. Software Products.

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Qdabra DBXL Server Edition (IIS versión):

The Qdabra DBXL Server Edition is licensed for one (1) stand-alone server (only one CPU) installation with unlimited access from networked computers but excluding other servers that may also be networked. In the case of virtual machines, the product is licensed for up to three (3) virtual machine installations all residing on the same one (1) stand-alone server (only one CPU) with unlimited access from networked computers but excluding other servers that may also be networked. NOTICE: The Qdabra DBXL product contains redistributables licensed from Developer Express Inc. which are subject to Developer Express Inc.'s End-User License Agreement – Single Developer License for All Software Component Products, 2005. The terms “server” and “virtual machine” are as defined in Section 1.b above.

Qdabra DBXL Standalone Edition (non IIS versión):

The Qdabra DBXL Standalone Edition is licensed for one (1) client installation (Windows XP, Windows Vista or Windows 7 client machine) (only one CPU) installation. NOTICE: The Qdabra DBXL product contains redistributables licensed from Developer Express Inc. which are subject to Developer Express Inc.'s End-User License Agreement – Single Developer License for All Software Component Products, 2005

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Qdabra Active Directory Web Service (ADWS) Single Server License:

The Qdabra Active Directory Web Service (ADWS) Single Server License is licensed for one (1) stand-alone server (only one CPU) installation with unlimited access from networked computers. In the case of virtual machines, the product is licensed for one (1) virtual machine installation residing on the same one (1) stand-alone server (only one CPU) with unlimited access from networked computers.

Qdabra Active Directory Web Service (ADWS) Enterprise Server License:

The Qdabra Active Directory Web Service (ADWS) Enterprise Server License is licensed for unlimited installation on servers owned by the LICENSEE.

Schedule B

STANDARD SUPPORT

LICENSEES are permitted without charge to participate in the support forum at <https://www.infopathdev.com/> so long as LICENSOR maintains such forum. LICENSOR is not obligated to maintain this forum. Any use of the forum shall be subject to the appropriate use of language by users, and LICENSOR may in its sole discretion refuse participation by anyone.

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