

QDABRA® SOFTWARE

END USER LICENSE AGREEMENT ("EULA")

This End User License Agreement ("EULA") is made and entered into by and between **Autonomy Systems, LLC dba Qdabra Software** ("QDABRA"), a Washington limited liability company with its principal offices located in Kirkland, WA 98083, and the individual or entity licensing Qdabra's software products ("LICENSEE").

In this EULA, each of QDABRA and LICENSEE is sometimes referred to herein as a "Party," and together they are sometimes referred to herein as the "Parties."

BACKGROUND

A. QDABRA is a software development, consulting and publishing company that is engaged in the research and development, inventing, creating, authoring, management, publishing, consulting, licensing and exploitation of innovative intellectual property and related products and services, including without limitation, software applications and tools for InfoPath, SharePoint, SQL and other applications. QDABRA is also in the business of offering coding, software development, systems design, and consulting services to third parties, including without limitation, businesses in the computers, networking, information, and securities industries. QDABRA also owns its own development tools and software applications ("Software Products"), including but not limited to:

Qdabra FormsViewer	Qdabra Central Flows
Qdabra DBXL Unlimited	qDocChat
Qdabra qRules	qFormChat

B. The aforesaid Software Products are in some cases intended to be used with one or more of Microsoft Corporation's products, and nothing herein or in any documentation for Software Products is intended to be any claim by QDABRA to any of the Microsoft Corporation trademarks.

C. LICENSEE AND QDABRA are parties to the End User License Agreement.

D. LICENSEE desires to engage QDABRA to provide certain software license and support services pertaining to Qdabra software licenses.

WHEREAS, in and for consideration of the terms and conditions set forth herein, and for other good and valuable consideration,

IT IS AGREED

1. DEFINITIONS

The following definitions apply to this EULA:

a. "Background Technology" shall mean all ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, blueprints or the like, developed *exclusively* by QDABRA personnel in connection with the Services to be provided to the LICENSEE under this Agreement.

b. "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 shall not apply to: (i) information that is already in the possession of the receiving party at the time of disclosure; (ii) information that is, at the time of disclosure, or thereafter becomes generally known in the public domain; (iii) information which the receiving party receives from a third party on a nonconfidential basis; (iv) developments by the receiving party subsequent to, and independent of, the receipt of Confidential Information from the disclosing party and without any use of such Confidential Information of the disclosing party; and (v) information that is ordered by a court of competent jurisdiction or required by applicable law to be disclosed by the receiving party, provided that the receiving party shall first provide prompt written notice to the disclosing party and shall allow the disclosing party a reasonable opportunity to seek a protective order or other appropriate relief.

c. "Custom Software" shall mean the machine-readable form and source code form of any software program, module, or algorithm developed by QDABRA at the direction of LICENSEE. Custom Software excludes Developer Tools, Background Technology and QDABRA's Software Products.

d. "Developer Tools" shall mean any tools, both in object code and source code form, which QDABRA has already developed or which QDABRA independently develops or licenses from a third party. By way of example, Developer Tools may include, but are not limited to, toolbars for navigating between pages, search engines, Java applets, ActiveX controls and other similar tools.

e. "Intellectual Property Rights" ("IPR") shall mean all worldwide intellectual property and/or industrial property rights arising under statutes, laws, regulations, common law, treaties, conventions, or other sources, whether or not vested or inchoate, including, without limitation, all (i) provisional patents, patents applications, patents, conceptions, Inventions as defined herein, discoveries, or improvements owned or licensable, including without limitation any patent applications filed or patents acquired after the Effective Date for any and all IPR in existence that is or may be contained in or that applies to any of the QDABRA Software Products; (ii) any and all rights thereto associated with works of authorship including copyrights, copyright applications, copyright registrations, design copyrights, moral rights, lay-out design rights, mask work rights, mask work applications, and mask work registrations; (iii) any and all rights thereto relating to the protection of trade secrets and any Confidential Information as defined herein; (iv) any and all rights thereto to registered designs or applications to register designs; (v) any and all rights thereto analogous to those set forth in this definition of IPR, and any other proprietary rights relating to intangible or industrial property; (vi) utility models, divisionals, continuations, continuations-in-part, renewals, reissues, and extensions of the foregoing (whether now existing, hereafter filed, issued, or acquired) for any such IPR; (vii) rights to databases or rights to any collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means, not being subject of protection of rights associated with works of authorship including copyrights, copyright applications, copyright registrations, design copyrights,

moral rights, lay-out design rights, mask work rights, mask work applications, and mask work registrations; and (viii) trademarks, trade dress or service mark rights associated with QDABRA or its Software Products.

f. "Invention" as used herein is to be construed broadly and includes, but is not limited to, concepts, discoveries and ideas, whether patentable or not, including but not limited to computerized business methods, programs, methods, applications, designs, formulas, machines, processes, product ideas or designs, and techniques, as well as improvements thereof or know-how related thereto, and any other intangible rights recognized by any of the patent laws and conventions in or out of the United States of America.

g. "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.

h. QDABRA's "Software Products" are defined in Background Paragraph A above.

i. "Sale" or "sell" or "purchase" or "purchased" (and analogs or derivatives of these words) shall mean "license" or "licensed" with respect to any QDABRA Software Products purchased by LICENSEE.

j. "Services" shall mean the professional services provided by QDABRA to LICENSEE, and consideration for Services will be made by LICENSEE to QDABRA under the terms as set forth in this EULA.

k. "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 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."

l. "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.

m. "Qdabra Forms" shall mean the comprehensive software solution that may include, but is not limited to, FormsViewer, DBXL, Central Flows, qRules, and other related Software Products developed by QDABRA for forms processing and workflow management.

2. QDABRA IS AN INDEPENDENT CONTRACTOR

a. QDABRA is an independent contractor, and neither QDABRA nor QDABRA's staff is, or shall be deemed, LICENSEE's employees.

b. In its capacity as an independent contractor, QDABRA agrees and represents, and LICENSEE agrees as follows:

i. QDABRA has the right to perform services for others during the term of this Agreement.

ii. QDABRA will furnish all equipment and materials used to provide the Services required by the Agreement, except to the extent QDABRA's work must be performed on or with LICENSEE's office equipment, supplies and facilities.

iii. LICENSEE shall be required to participate in the needs assessment process and any other necessary specifications process and to provide project information on a timely basis.

3. LICENSE GRANT

a. QDABRA hereby grants to LICENSEE a non-exclusive, non-transferable license to use the Software Products for a term of one (1) year from the date of purchase, subject to the terms and conditions herein.

b. LICENSEE may not sublicense, assign, or transfer the license or the Software Products except as expressly provided in this EULA. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

c. Nothing in this EULA grants LICENSEE any rights to reverse engineer, decompile, or do anything other than as specifically permitted herein for a Software Product or otherwise permitted by the copyright laws. QDABRA reserves all of its rights, in law and equity, to its Intellectual Property Rights and other rights, title and interest in and to the Software Products.

d. All licenses granted herein must be renewed annually. Failure to renew the license will result in termination of all rights granted under this EULA and LICENSEE's access to the Software Products will be discontinued.

4. OWNERSHIP AND RIGHTS

a. QDABRA retains all right, title, and interest in and to the Software Products, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein.

b. LICENSEE acknowledges that its possession, installation, or use of the Software Products does not transfer to it any title to the intellectual property in the Software Products, and that it will not acquire any rights to the Software Products except as expressly set forth in this EULA.

c. For the avoidance of any confusion or doubt in this EULA, QDABRA's Software Products, Background Technology and Developer Tools shall remain the exclusive property of QDABRA.

5. SUPPORT PLAN SERVICES

a. QDABRA offers Solution Support services for purchase by LICENSEE. Solution Support services are subject to the terms and conditions outlined in this EULA and any applicable Service Level Agreement (SLA) between QDABRA and LICENSEE.

b. The Support Plan Services are offered on a prepaid annual basis. The term of the Support Plan Services shall commence on the date of payment and continue for one (1) year thereafter, unless otherwise specified in writing.

c. The scope, nature, and level of the Support Plan Services shall be as specified in the SLA or other applicable service level agreement developed and approved by both QDABRA and LICENSEE.

d. LICENSEE is not required to purchase Support Plan Services to use the Software Products but is encouraged to consider a Support Plan based on LICENSEE's specific needs.

6. COMPENSATION

a. LICENSEE agrees to pay QDABRA an annual subscription fee for the license to use the Software Products.

b. QDABRA may from time to time make available without charge such patches, fixes, or other changes for a Software Product, but QDABRA shall have no obligation at any time to do so. Further, it shall be in QDABRA's sole discretion to determine whether any releases shall be made available without additional charge as "updates" or whether a release is substantial enough to be released as a new version or upgrade. YOU are not obligated to purchase any updates or upgrades that may later be offered for sale by QDABRA.

c. The annual subscription fee shall be as specified in a separate formal quote provided by QDABRA to LICENSEE. The purchase prices for licenses to Software Products shall be the prevalent ones at the date of LICENSEE's purchase. Current pricing for Software Products and Support Plans is available at www.qdabra.com or by contacting QDABRA directly. In the event of any pricing discrepancy, QDABRA's current official pricing shall prevail.

d. QDABRA shall provide LICENSEE with annual invoices for the subscription fees. Invoices are due and payable within 30 days of LICENSEE's receipt, unless otherwise mutually agreed between QDABRA and LICENSEE.

e. In the event of a payment default or late payment, QDABRA reserves the right to suspend or terminate the license and Support Plan Services until payment is received in full.

f. LICENSEE's obligation to pay for services rendered under this EULA survives any termination of this EULA.

7. CONFIDENTIALITY

a. All Confidential Information made available or disclosed to QDABRA that is identified by LICENSEE as Confidential Information shall be held in confidence by QDABRA and may not be used by either it or other Persons (except for the performance of Services hereunder), or disclosed to other Persons, without LICENSEE's prior written consent.

b. All information and documentation made available or disclosed to LICENSEE that is identified by QDABRA as Confidential Information shall be held in confidence by LICENSEE and may not

be used by either LICENSEE or other Persons (other than for the performance of services hereunder), or disclosed to other Persons, without QDABRA's prior written consent.

8. WARRANTY AND DISCLAIMER

- a. QDABRA warrants that it has the right to license the Software Products to LICENSEE.
- b. QDABRA warrants that the Software Products will perform substantially in accordance with the accompanying documentation for the period of the license term.
- c. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, QDABRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE PRODUCTS OR SUPPORT PLAN SERVICES. THE SOFTWARE PRODUCTS ARE LICENSED "AS IS" AND WITH ALL FAULTS. QDABRA MAKES NO WARRANTY AS TO USE OR PERFORMANCE OF A SOFTWARE PRODUCT.

9. LIMITATION OF LIABILITY

- a. IN NO EVENT SHALL QDABRA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF QDABRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. QDABRA'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE PRODUCTS SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE FOR THE SOFTWARE PRODUCTS.

10. TERM AND TERMINATION

- a. This EULA and the license granted herein shall remain in effect for a period of one (1) year from the date of purchase unless terminated earlier as provided herein.
- b. The license granted herein shall automatically terminate if not renewed prior to the expiration of the current license term.
- c. QDABRA may terminate this EULA and the license granted herein if LICENSEE fails to comply with any of the terms and conditions of this EULA and such breach is not cured within thirty (30) days after receiving written notice thereof.
- d. Upon termination of this EULA, LICENSEE shall cease all use of the Software Products and shall destroy all copies of the Software Products in its possession.
- e. The provisions of Sections 4, 7, 8, 9, and 11 shall survive termination of this EULA.

11. MISCELLANEOUS

a. Entire Agreement; Amendment. The EULA constitutes the entire agreement between the Parties regarding the software licensing described herein and hereby supersedes any and all oral or other agreements, statements, representations, and/or negotiations that may not be expressly incorporated in the EULA. This EULA may not be modified or amended except by an instrument in writing signed by the parties hereto.

b. Invalidity/Unenforceability/Waiver; Savings Clause. The invalidity or unenforceability of any provision of the 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. No waiver of rights shall be valid unless contained in a writing specifically referring hereto and signed by the party against whom enforcement is sought. If any provision of this EULA shall be held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed liberally in order to carry out the intent of the parties hereto as nearly as may be possible, and any court having jurisdiction over such matters shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable laws.

c. Assignment. LICENSEE may not assign the EULA or any of its rights, duties, or obligations hereunder without the prior express written consent of QDABRA, which consent may be granted or denied in the sole discretion of QDABRA.

d. Force Majeure. Time periods for either Party's performance under any provisions of this EULA shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such Party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, natural disasters, acts of terrorism, war or other strife.

e. Notices. Any notice required or permitted to be given hereunder shall be in writing, and shall be given by certified mail, return receipt requested, by courier or by personal delivery addressed to LICENSEE at the address provided by LICENSEE, and to QDABRA as set forth in the first paragraph of this EULA. If any notice address is later changed, the Party changing the address must provide notice in writing of any such change to the other Party. For purpose of the preceding sentence, such notice may be made by email so long as the party receiving notice affirmatively acknowledges receipt of such notice.

f. Governing Law. This EULA shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington.

g. Interpretation; English. This EULA shall be interpreted without regard to any rule disfavoring the Party who drafted any specific term, condition or language. Interpretation of this Agreement shall be based on the English language.

12. NO RIGHTS OF THIRD PARTIES

Any entity or individual who is not a Party to this EULA shall have no right to enforce any term of the EULA, regardless of whether such entity or individual has been identified by name, as a member of a class or as answering a particular description.

13. ADDITIONAL WARRANTY AS TO AUTHORITY

Each person signing this EULA in a representative capacity represents and warrants that he or she has full power and authority to bind the party on whose behalf he or she signs.

14. COUNTERPARTS

The EULA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart original signature shall be deemed to be an original and shall have the same effect and validity as an original signature. An electronic copy or image of a counterpart original signature shall also be deemed to be an original with the same effect and validity of an original signature.

AGREED:

CLIENT: _____

By: _____

Printed Name: _____

Address: _____

Title: _____

Dated: _____

AUTONOMY SYSTEMS, LLC

By: _____

Printed Name: _____

Title: _____

Dated: _____