

Inquisite Software License Agreement

IMPORTANT - READ CAREFULLY

This license statement and limited warranty constitutes a legal agreement ("License Agreement") between you ("Licensee", "You", "Your") and Inquisite Inc. ("Inquisite") for the Inquisite software product ("Software"), including any software, media, and accompanying on-line or printed documentation. BY CLICKING THE ACCEPTANCE BUTTON, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ("License Terms") OF THE LICENSE AGREEMENT. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOU MUST STOP USING THE SOFTWARE IMMEDIATELY AND NOTIFY INQUISITE OF INTENT TO TERMINATE THIS AGREEMENT.

1. DEFINITIONS

"Use" - storing, loading, installing, executing or displaying the Software.

"User" - Use of the Software by an individual on behalf of the Licensee.

"Login(s)" - Individual user account. The Software contains a limited number of Logins. Additional logins are available for purchase.

"Server Software" - Inquisite software running on a shared server computer that is executing requests from multiple Logins.

"Client Software" - Inquisite Software that is installed and used on a limited number of single-user personal computers, one per Login.

2. LICENSE GRANT

2.1 License. Upon your acceptance of the terms and conditions of the License Agreement, Inquisite grants You a non-exclusive and non-transferable perpetual license to install and use the Software.

2.2 No Title. This license confers no title or ownership in the Software and is not a sale of any rights in the Software. This Software is owned by Inquisite and You must treat this Software like any other copyrighted material, except that You may make a copy of the software solely for backup or archival purposes.

2.3 Components. The Software contains both Client Software components and Server Software components. You may install and use one (1) copy of the Inquisite Client Software for each Login account that You have purchased from Inquisite Inc. You may install and use the Server Software on two (2) servers. Additional Server licenses are available for an additional fee. You may reassign Login accounts to your Users provided the total number of Users assigned Logins does not exceed the number of Logins You have purchased from Inquisite.

2.4 No Subsidiaries. This License Agreement is for Use on behalf of a single company/organization. You may not use this software on behalf of multiple companies/organizations. Supplemental subsidiary licenses are available for an additional fee.

2.5 No Commercial Use. You agree that you will not use the software for hire or on behalf of another individual or organization. Commercial use licenses are available for an additional fee.

2.6 No De-compilation. You may not modify the Software or disassemble/de-compile the Software.

Inquisite Software License Agreement

2.7 Upgrades. If this Software is labeled as an upgrade from a prior version of Inquisite Software that You were properly licensed to use, then Inquisite grants You the right to put in use either the current or prior version of the Software, and any prior version license is replaced by this License Agreement.

3. WARRANTY OF TITLE

Inquisite hereby represents and warrants to You that Inquisite is the owner of the Software or otherwise has the right to grant to You the rights set forth in this License Agreement. As Your sole remedy, in the event of any breach or threatened breach of the foregoing representation and warranty, Inquisite shall, at its option, either: (i) procure, at Inquisite's expense, the right for You to use the Software, ii) replace the Software or any part thereof that is in breach with Software of comparable functionality that does not cause any breach, or iii) refund to You the full amount of any license fee paid for the Software upon Your notice to Inquisite that You have ceased using the Software and have destroyed all copies of the Software in any form.

4. U.S. GOVERNMENT RESTRICTED RIGHTS

If You are licensing the Software on behalf of a U.S. Governmental Agency, then You acknowledge the following:

- 4.1 You have been provided notice that the Software and accompanying documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "Restricted Computer Software". They are delivered and licensed as "Commercial Computer Software" as defined in DFARS 252.227-7013 (Oct 1988), DFARS 252.211-7015 (May 1991) or DFARS 252.227-7014 (Jun 1995), as a "Commercial Item" as defined in FAR 2.101 (a), or as "Restricted Computer Software" as defined in FAR 52.227-19 (Jun 1987) (or any equivalent agency regulation or contract clause), whichever is applicable.
- 4.2 You have only those rights provided for such Software and Documentation by the applicable FAR or DFARS clause or the Inquisite License Agreement for the product.

5. EXPORT REQUIREMENTS

Both parties agree not export or re-export the Software or any copy or adaptation in violation of any applicable export laws or regulations.

6. TIMELY PAYMENT

6.1 Except as otherwise agreed in writing and signed by an authorized officer of both parties, all payments due to Inquisite for Software shall be due and payable in full within thirty (30) days of receipt by You of a proper invoice.

6.2 All past due payments will accrue interest due at a rate of one and one-half percent (1.5%) per month on the unpaid balance from the due date until paid in full.

6.3 Inquisite may, at its option and where permissible by law, elect to terminate this License Agreement for failure by the Licensee to make full payment for the Software within six (6) months from the due date.

Inquisite Software License Agreement

6.4 Inquisite retains a security interest in the Software to the maximum extent permissible by law regarding non-payment or delinquent payment of any license fees associated with purchase of this software.

7. TERMINATION

7.1 Your License Grant to use the Software will continue so long as You remain in compliance with the License Terms of this License Agreement. Inquisite may terminate your license grant to use the Software, upon notice to You, if You breach any of Your obligations regarding the License Terms unless such breach is cured within thirty (30) days. Upon termination, You shall cease using the Software and shall destroy all copies of the Software in any form.

7.2 You may terminate this agreement at any time. If You choose to terminate prior to the expiration of the Warranty Period You will be entitled to a full refund of any license fees associated with purchase of this Software. After the Warranty Period You will not be entitled to any refund of license fees. Any partial refund, if granted, will be at Inquisite's sole discretion.

7.3 All disclaimers of warranties and limitations of liability shall survive any termination of this License Agreement.

8. APPLICABLE LAW

This License Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law. The federal and state courts of Texas shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this License Agreement, and You expressly consent to (i) the personal jurisdiction of the state and federal courts of Texas, and (ii) service of process being effected upon You by registered mail.

9. INQUISITE LIMITED WARRANTY STATEMENT

9.1 Inquisite warrants to You that the Software will perform substantially in accordance with its accompanying electronic product documentation for a period of ninety (90) days from the date of original purchase.

9.2 If Inquisite receives notice of such non-performance as stated in section 9.1 during the warranty period, Inquisite will, at its option, either repair or replace the Software that proves to be defective.

9.3 Inquisite does not warrant that the operation of Inquisite Software will be uninterrupted or error free. If Inquisite is unable, within a reasonable time, to repair or replace any product to correct a defect that You have notified Inquisite of during the warranty period, or if for any other reason You are not fully satisfied with the Software during the Warranty Period, then You will be entitled to a full refund of any license fees associated with purchase of this software.

9.4 Warranty does not apply to defects resulting from improper or inadequate installation, maintenance or configuration performed by non-Inquisite employees.

9.5 ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE.

Inquisite Software License Agreement

9.6 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INQUISITE, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INQUISITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, INQUISITE'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

10. FORCE MAJEURE. Neither party shall be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to 'acts of God', acts of government, fires, floods, epidemics, freight embargoes, unavailability of materials, or any cause or condition beyond their control, whether foreseeable or not.

11. WAIVER AND SEVERABILITY

11.1 The waiver by either party of any default or breach under this Agreement shall not constitute a waiver of any subsequent default or breach of the same or of a different kind.

11.2 In the event that one or more of the provisions of this License Agreement shall be found illegal or unenforceable, then such provisions shall be deemed struck and other provisions of this License Agreement shall remain in full force and effect.

12. ASSIGNMENT

Either party may assign the Agreement to any entity which has or maintains a controlling interest of 51% or more providing the assignee agrees to abide by the terms and conditions of the Agreement. Notwithstanding, neither party may assign the Agreement to a direct competitor of the other party.

13. ENTIRE AGREEMENT

This License Agreement supersedes any prior oral or written statements, agreements, or representations and can be changed only by an amendment designated as such and signed by an authorized officer of both parties.