pqScan End User License Agreement

Revised August 6st, 2015

PLEASE READ THIS CAREFULLY. This End User License Agreement is a legal agreement between You (either an individual or a single entity) and pqScan.com (hereinafter "pqScan"). This agreement supersedes any prior version license agreement and governs your use of pqScan product.

By downloading, installing, implementing or using pqScan product, You comply with the terms and conditions of this agreement. If you do not agree to all of the terms of this agreement, do not download, install, copy or use pqScan product.

pqScan product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. pqScan owns the title, copyright and other intellectual property rights in the product. pqScan Product Is Licensed, Not Sold.

Terms

1 License Grant

pqScan grants You the rights described in this End User License Agreement provided that You agree to all the terms and conditions of this agreement. Except for termination for cause, pqScan grants to You only, unless otherwise limited by the license purchased or granted, the nonexclusive, nontransferable, perpetual, world-wide right to use pqScan product in accordance with this agreement.

pqScan grants the use of the product according to one of the following license types. Each license type permits Unlimited Developer to use (copies of) pqScan product to develop unlimited derived works. If the derived work is web application deployed on server, a respective number of Server Licenses should be ordered. **If it is Windows application, Five Servers License is required.**

1.1 **Single Server License**. A Single Server License permits **Unlimited Developer** to use (copies of) pqScan product to develop unlimited derived works which can be installed on **One Server**.

1.2 **Five Servers License**. A Five Servers License permits **Unlimited Developer** to use (copies of) pqScan product to develop unlimited derived works which can be installed on **Five Servers**.

1.3 **Ten Servers License**. A Ten Servers License permits **Unlimited Developer** to use (copies of) pqScan product to develop unlimited derived works which can be installed on **Ten Servers**.

1.4 **Unlimited Server License**. An Unlimited Server License permits **Unlimited Developer** to use (copies of) pqScan product to develop unlimited derived works which can be installed on **Any Number of Servers**.

1.5 **Documentation**. You may make any number of copies (either in hard copy or electronic form) provided that all copies must be used only for internal purposes and may not be republished or distributed externally.

1.6 **Disassembly**. You may not reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of pqScan product.

1.7 **Reservation of Rights**. pqScan reserves all rights not expressly granted herein.

2 Descriptions of Other Rights and Limitations

2.1 **Rental**. You cannot rent, lease, or lend pqScan product without express written permission from pqScan.

2.2 **Termination**. Without prejudice to any other rights, pqScan may terminate this agreement if You fail to comply with the terms and conditions of this agreement. In such event, You must destroy all copies of pqScan product, including but not limited to backups, all component parts and derived works.

2.3 **Consideration**. For the rights and license granted in this agreement, You will pay pqScan the currently published price available at pqScan.com or another mutually agreed upon amount to appear on a valid invoice.

2.4 **Term**. The term of this agreement shall continue perpetually from the date of purchase unless terminated according to section 2.2.

2.5 **Derived Works**. You agree that pqScan product will not be used to develop derived works that offer similar or competing functionality as the product, or expose the features of the product for use by an unlicensed third party.

3 Delivery

pqScan product and its associated materials are provided in electronic format only. You are responsible for downloading the product from pqScan website. After confirming your payment,

pqScan will deliver the production package to You. You are advised to keep a backup copy of any download product for future use.

4 Renewal and Updates

4.1 Renewal. A renewal subscription is available to any current version customer and grants the customers to updates of pqScan product and access to the product fixes for one year. Initial purchase of the product includes a one-year renewal subscription. Therefore, You may renew the subscription annually.

4.2 Updates. If You are using an updated version of pqScan product, You agree by your installation and use of such version to promise that You will not continue to use the earlier version of the product or transfer it to another person or entity unless such transfer is otherwise valid according to the terms of this agreement.

5 Warranty and Liability

5.1 Limited Warranty. No Warranties. pqScan expressly disclaims any warranty for product. pqScan product and any related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of pqScan product remains with You.

5.2 Limitation of Liability. No Liability for Consequential Damages. In no event shall pqScan or its distributors be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use pqScan product and related materials, even if pqScan has been advised of the possibility of such damages.

6 Tax

The license fees and any amounts payable pursuant to the terms and conditions herein are exclusive of any taxes or duties, now in force or enacted in the future, in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by pqScan, You must pay to pqScan the amount of such taxes or duties in addition to any fees owed under this agreement.

7 Governing Law

This agreement will be governed and construed in accordance with the laws of the United States and the State of Utah. The courts of the state of Utah shall have exclusive jurisdiction and venue over any dispute, proceeding, or action arising out of or in connection with this agreement or your use of pqScan product.

8 Further Instruments

Except as otherwise expressly provided in this agreement, each party shall furnish to the other (and shall deliver and cause to be executed, acknowledged and delivered to the other) any further instruments, which such other party may reasonably require or deem necessary from time to time to evidence, establish, protect, enforce, defend or secure to such other party any or all of its rights hereunder or to more effectuate or carry out the purposes, provisions or intent of this agreement.

9 Agreement Updates

pqScan may make updates and changes to this agreement from time to time. Such changes will be posted on pqScan website at http://www.pqscan.com/license-agreement.html as well as distributed with pqScan product. Such changes or updates will become effective immediately. You are bound by the terms of the agreement as it is posted or distributed at the most recent time You install pqScan product or updates. If You elect not to be bound by the terms of the new agreement, You should not install any updates or additional product(s).

10 Entire Agreement

This End User License Agreement is the entire agreement between You and pqScan relating to the license of pqScan product and the support services (if any) You purchase hereunder and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the product or any other subject matter covered by this agreement. To the extent the terms of any pqScan policies or programs for support services conflict with the terms of this agreement, the terms of this agreement shall control.