

End Use License Agreement

By using this product you agree to the following terms and conditions.

The parties agree as follows:

1. GRANT OF LICENSE.

QCS owns QCS Software Solutions Platform (the "Authoring Work"). In accordance with this Agreement, QCS grants User a non-exclusive license to use the Authoring Work. QCS retains title and ownership of the Authoring Work and derivative works will be assigned to Licensor by Licensee.

2. CONFIDENTIAL INFORMATION.

The term "Confidential Information" means any information or material which is proprietary to QCS, whether or not owned or developed by QCS, which is not generally known other than by QCS, and which User may obtain through any direct or indirect contact with QCS. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by QCS concerning the business, technology and information of QCS and any third party with which QCS deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by QCS;
- information rightfully received by User from a third party without a duty of confidentiality;
- information independently developed by User;
- information disclosed by operation of law;
- information disclosed by User with the prior written consent of QCS;
- any other information that both parties agree in writing is not confidential.

3. PROTECTION OF CONFIDENTIAL INFORMATION.

User understands and acknowledges that the Confidential Information has been developed or obtained by QCS by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of QCS which provides QCS with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by User of any Confidential Information, User agrees as follows:

A. *No Disclosure.*

User will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of QCS.

B. *No Copying/Modifying.*

User will not copy or modify any Confidential Information without the prior written consent of QCS.

C. *Unauthorized Use.*

User shall promptly advise QCS if User becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees.

User shall not disclose any Confidential Information to any employees of User, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of QCS.

4. **ARBITRATION.**

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

5. **WARRANTIES.**

Neither party makes any warranties with respect to the use, sale or other transfer of the Authored Work by the other party or by any third party, and User accepts the product "AS IS." In no event will QCS be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Authored Work.

6. **NON-EXCLUSIVE LICENSE TO LICENSOR.**

As of the effective date, User grants back to QCS a non-exclusive royalty-free license to use the Authored Work as QCS sees fit, including for the creation of derivative works; provided, however, this license shall not limit User's rights and public rights under this License.