IMPORTANT - READ CAREFULLY BEFORE BREAKING SEAL BREAKING SEAL INDICATES YOUR ACCEPTANCE OF THIS SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT

This is a legal Agreement (the "Agreement") between you and Quality America, Inc. ("Quality America"). By opening this sealed package, you are agreeing to become bound by the terms of this Agreement. If you do not agree with the terms of this Agreement, promptly return the unopened disk package and the accompanying written documentation to Quality America for proper credit.

LICENSE TERMS

Grant of License. Quality America grants to you the nonexclusive right to use the enclosed software program (the "SOFTWARE") upon the terms and conditions stated in this Agreement. This License is limited to use of the SOFTWARE on the number of computers, and/or by the number of users, as the case may be, specified in the invoice pertaining to this License. You may not rent, lease or sublicense the SOFTWARE, but you may transfer this License with respect to the SOFTWARE and accompanying written documentation on a permanent basis provided that you retain no copies and the recipient agrees to the terms and conditions of this Agreement. Your License is automatically terminated upon any such transfer. You may not reverse engineer, decompile, disassemble or modify the SOFTWARE.

Ownership of Software. As a LICENSEE, you own the magnetic or other physical media on which the SOFTWARE is originally or subsequently recorded or fixed, but Quality America retains title and ownership of the SOFTWARE recorded on the original disk copy(ies) and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This License is not a sale of the original SOFTWARE or any copy. The SOFTWARE is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted materials. Unauthorized copying of the SOFTWARE and/or the accompanying written materials, in whole or in part is prohibited, and the acquisition and use of such unauthorized copies may constitute both criminal and civil offenses for which Quality America may take legal action. Quality America has the right to trace serial numbers on the SOFTWARE or written materials at any time and in any reasonable manner.

Term. This Agreement is effective from the day you open the sealed package until terminated. You may terminate this License at any time, or it will terminate automatically without notice from Quality America if you fail to comply with any provision of this License. Upon termination for any reason, you shall destroy the SOFTWARE together with any accompanying written materials and all copies, modifications and merged portions in any form.

Updates. Any updates, supplements or additional products you obtain from Quality America shall also be governed by the terms and conditions of this License.

Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

LIMITED WARRANTY

LIMITED WARRANTY. Quality America warrants for a period of thirty (30) days from the date of delivery that, under normal use and without unauthorized modification, the disks on which the SOFTWARE is recorded will be free from defects in materials and workmanship. Any implied warranties on the SOFTWARE are limited to thirty (30) days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. Without limiting the foregoing, Quality America cannot and does not warrant that the functions contained in the SOFTWARE will meet your requirements or that the operation of the SOFTWARE will be uninterrupted or error free. You assume responsibility for the selection of the SOFTWARE to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE.

<u>CUSTOMER REMEDIES</u>. Quality America's entire liability and your exclusive remedy during the thirty (30) day warranty period shall be: (a) the replacement of any diskette not meeting Quality America's "Limited Warranty" set forth above and which is returned to Quality America with a copy of a receipt; or (b) if, and only if, Quality America is unable to deliver replacement diskettes that are free of defects in materials or workmanship, you may terminate this Agreement by returning the SOFTWARE and your license fee will be refunded.

NO OTHER WARRANTIES. THE SOFTWARE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." QUALITY AMERICA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING MATERIALS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE.

LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL QUALITY AMERICA BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LAWS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF QUALITY AMERICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.