

Startly Technologies License and Limited Warranty Agreement

QuickKeys® 3.0 for Windows

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AND LIMITED WARRANTY AGREEMENT ("AGREEMENT") BEFORE YOU USE THIS PACKAGE. BY USING OR RETAINING THIS PACKAGE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE AND PROMPTLY RETURN THE ENTIRE PACKAGE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

DEFINITIONS

- Package means the Software, manual(s) and other items accompanying this Agreement.
- Software means the computer programs owned or distributed by Startly Technologies, LLC. ("Startly") and contained in this Package. It also means any copies of the programs made to any media or storage.
- User means a person authorized to use the Software according to the terms of this Agreement.
- You and Your means a person who is one of the Authorized Number of Users of the Software in accordance with the terms of this Agreement.
- Authorized Number means the maximum number of users specified by Startly with this Package, or one single User if no greater number is specified.

LICENSE AND RESTRICTIONS

Limited Rights

- You may operate this Software on only one computer at a time.
- You may make backup copies of the Software and digital versions of the manuals solely for archival purposes. All copies of Software authorized under this Agreement shall reproduce and display fully all Startly copyright notices or other proprietary legends.
- Startly retains all right, title and interest in and to the Software and all modifications, enhancements or other derivatives of the Software or other materials, in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks and other proprietary rights.
- All rights not expressly granted are reserved to Startly.

Specific Restrictions and Terms

- You may not copy or use the Software or other materials in the Package except as specified in this Agreement.
- You may not modify, reverse-engineer, disassemble, decompile, translate or reduce the Software to a human perceivable form.
- You may not sub-license, resell for profit, lend, rent, lease or otherwise distribute the Software or any portion of the Software.
- You may not distribute the Software electronically over a network or the Internet except within the scope of the license rights expressly granted.
- You may not create derivative works based on the Software.
- You may not remove, obscure, or alter any notice of the Startly copyright or other proprietary legends on the Software.
- You may not transfer the Software or other materials in the Package to another person or entity, except that, after written notification to Startly, You may transfer all (but no lesser portion) of the Package, including this Agreement, to another party who agrees to abide by the terms and conditions of this Agreement.
- You may not transfer the Software or any other materials in the Package to any person or entity in violation of the United States Export Administration Act.
- You are responsible for all taxes other than those based on the net income of Startly.

U.S.A. GOVERNMENT END USERS

The Software and documentation are provided with RESTRICTED RIGHTS.

Use duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software- Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Startly Technologies, LLC, P.O. Box 65580, West Des Moines, IA 50265.

TERM AND TERMINATION

The term of this Agreement is perpetual unless otherwise terminated. Both the Agreement and Your right to use the Software terminate automatically if You violate any material part of this Agreement. In the event of termination, You must immediately destroy all copies of the Software or return them to Startly.

LIMITED WARRANTY

• **Limited Software Warranty.** For a period of ninety (90) days from the date You purchased this Package, Startly warrants, to You only, that the Software shall conform substantially to the descriptions set forth in the manual included in the Package, if the Software is not misused nor modified by anyone other than Startly. The parties acknowledge and agree that, due to the complex nature of computer programs, it is impossible to ensure the Software will be error-free or that Software operation will be uninterrupted.

• **Media Warranty.** Startly warrants that the media on which the Software is provided, if provided on physical media, is free from defects in materials and workmanship under normal use for the period of ninety (90) days from the date You purchased this Package.

• **Limitations on Warranties.** The warranties above are exclusive and in lieu of all other warranties.

STARTLY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

EXCLUSIVE REMEDIES

For any breach of the limited warranty above, Your exclusive remedy, and Startly's entire liability shall be:

- For Software Warranty: Startly will, at its sole option: (i) repair or replace the nonconforming Software within a commercially reasonable time of notice of such condition; or (ii) credit or refund to You all or a fair portion of the price You paid for such Software.
- For Media Warranty: The replacement of defective media returned within ninety (90) days of the date You purchased this Package.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER STARTLY OR ITS DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY ANY USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF STARTLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. STARTLY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT YOU PAID FOR THE SOFTWARE.

The provisions in the Limited Warranty, Exclusive Remedies and Limitation of Liability sections above allocate the risks under this Agreement between You and Startly. Startly's pricing reflects this allocation of risk and the limitation of liability specified herein.

GENERAL

This Agreement constitutes the entire agreement and supersedes any prior agreement between Startly and You concerning the contents of this Package. Startly is not bound by any provision of any purchase order, or other document, unless Startly specifically amends this Agreement. This Agreement cannot be amended, modified or waived unless the change is written and signed by an authorized officer of Startly.