



END-USER LICENSE AGREEMENT

PRODUCT INFORMATION:

Branson XPort Data Acquisition Utility

Please see CD case for registration number and access code.

If you have any questions please call InfinityQS Technical Support at **+1 (703) 961-0200**

INSTALLATION NOTES:

For installation instructions, please refer to the *Getting Started Guide* located on your software CD, contact Technical Support at 877-772-7978 or at support@infinityqs.com, or visit our website at www.infinityqs.com.

Following the installation of the software, licensing is available by visiting our website at www.infinityqs.com. Click on the "Licensing" option in the "Support" menu at the top of the page and enter the requested information. You will need a valid email address, the Registration Number and the Online Licensing Access Code listed above, and the software installation number, which is generated by the software during installation. The product license number will be returned to the email address you specified. If you have any questions, please contact Technical Support at 877-772-7978 or at support@infinityqs.com.

IMPORTANT - READ CAREFULLY:

This InfinityQS End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and InfinityQS International Inc. ("INFINITYQS") for the InfinityQS software product listed above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by INFINITYQS. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund.

SOFTWARE PRODUCT LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

1. **GRANT OF LICENSE. This EULA grants you the following rights:**

- **Applications Software.** You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer, workstation, terminal, or other digital electronic device ("COMPUTER").
- **Storage/Network Use.** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to RUN the SOFTWARE PRODUCT on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on which the SOFTWARE PRODUCT is RUN from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS.

- **Multi-user License.** If this package is an InfinityQS Multi-user License, (i) it must be installed on a single network server; and (ii) you may RUN additional copies of the computer software portion of the SOFTWARE PRODUCT provided that the actual number of concurrent users does not exceed that specified above as "Concurrent Users."
- **Reservation of Rights.** INFINITYQS reserves all rights not expressly granted.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- **Not for Resale Software.** If the SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, your use of the SOFTWARE PRODUCT is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.
- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity
- **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one COMPUTER.
- **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of INFINITYQS.
- **Support Services.** INFINITYQS may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the INFINITYQS policies and programs described in the user manual, in "online" documentation, and/or in other INFINITYQS provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to INFINITYQS as part of the Support Services, INFINITYQS may use such information for its business purposes, including for product support and development. INFINITYQS will not utilize such technical information in a form that personally identifies you.
- **Software Rental.** The licensee shall not rent, lease, or lend the SOFTWARE PRODUCT.
- **Software Transfer.** The licensee shall not license, sublicense, convey or transfer the SOFTWARE PRODUCT or any right in the SOFTWARE PRODUCT to anyone else without the prior express written approval of INFINITYQS.
- **Termination.** Without prejudice to any other rights, INFINITYQS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. UPGRADES.

If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by INFINITYQS as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used only as part of that single product package and may not be separated for use on more than one COMPUTER.

4. COPYRIGHT.

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by INFINITYQS or its suppliers. All title and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE PRODUCT contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

6. DUAL-MEDIA SOFTWARE.

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single COMPUTER. You may not RUN the other medium on another COMPUTER. You may not loan, rent, lease, or otherwise transfer the other medium to another user.

7. BACKUP COPY.

After installation of one copy of the SOFTWARE PRODUCT pursuant to this EULA, you may keep the original media on which the SOFTWARE PRODUCT was provided by INFINITYQS solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

8. U.S. GOVERNMENT RESTRICTED RIGHTS.

All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

9. EXPORT RESTRICTIONS.

This SOFTWARE PRODUCT has been classified by the US Government as exportable under License Exception TSU. Therefore the following terms apply: You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

10. GOVERNING LAW.

This EULA shall be construed and enforced in accordance with the laws of the state of Virginia.

11. MISCELLANEOUS.

Should you have any questions regarding this EULA, or if you desire to contact INFINITYQS for any reason, please write: InfinityQS International Inc., 14900 Conference Center Drive, Suite 525 Chantilly, VA 20151.

LIMITED WARRANTY

INFINITYQS warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by INFINITYQS shall be substantially as described in applicable written materials provided to you by INFINITYQS, and INFINITYQS support engineers will make commercially reasonable efforts to solve any errors or defects in the SOFTWARE PRODUCT. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days.

CUSTOMER REMEDIES. INFINITYQS' and its suppliers' entire liability and your exclusive remedy shall be, at INFINITYQS' option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet INFINITYQS' Limited Warranty and which is returned to INFINITYQS with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by INFINITYQS are available without proof of purchase from an authorized international source.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFINITYQS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall INFINITYQS or its suppliers be liable for any special, incidental, indirect, or consequential 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 the SOFTWARE PRODUCT or the provision of or failure to provide Support Services, even if INFINITYQS has been advised of the possibility of such damages. In any case, INFINITYQS' entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S.\$1.00; provided, however, if you have entered into a INFINITYQS Support Services Agreement, INFINITYQS' entire liability regarding Support Services shall be governed by the terms of that agreement. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.