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END USER LICENSE AGREEMENT

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Exportation. You may only use or otherwise export or re-export the QNS-Ware as authorized by United States law and the laws of the jurisdiction in which the QNS-Ware was obtained. In particular, but without limitation, the QNS-Ware may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity

List. By using the QNS-Ware, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

Notice to U.S. Government End Users. The QNS-Ware and any of its documentation is considered “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government will be governed solely by this QNS EULA and will be prohibited except to the extent expressly permitted herein.

Termination. This QNS EULA is effective until terminated by QNS or by you, the End-User. This QNS EULA will automatically terminate if End-User fails to comply with any of the terms and conditions hereof. All rights of End-User under this QNS EULA shall cease upon termination.

Governing Law. This QNS EULA shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Missouri, without regard to or application of its conflict of laws rules or principles.

Dispute Resolution. For any claim against or dispute or controversy with QNS relating to this QNS EULA or that may arise from it or out of use of the QNS-Ware (collectively, “Disputes”), End-User agrees to first contact QNS by certified U.S. Mail at Q-Net Security, Inc., ATTN: Legal Dept., 9666 Olive Boulevard, Suite 750, St. Louis, MO 63132 and attempt to resolve the Dispute with QNS informally. In the unlikely event that QNS is unable to resolve such Dispute it has with End-User within 60 days of End-User’s original informal claim (or sooner if, in QNS’s opinion, a Dispute is not likely to be resolved within 60 days), End-User and QNS each agree to resolve any such Dispute (excluding any QNS claims for injunctive or other equitable relief) in state of federal court in St. Louis County, Missouri, USA. Nothing in this section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party’s data security, intellectual property rights, or other proprietary rights.

Severability; Headers. Nothing herein contained shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation or provision of any applicable collective bargaining agreement contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to make it consistent with such legal requirements or provisions. The section headers provided herein are purely for convenience and are not be construed for legal interpretation.

Survival. The following sections, together with any other terms necessary for the interpretation or enforcement of this QNS EULA, will survive termination: Ownership, No Modification or Reverse Engineering, No Warranty, Limitation of Liability, Governing Law, Dispute Resolution, No Exportation, Severability; Headers, Entire Agreement, and Survival.

Entire Agreement; Amendment. In the absence of other written agreements signed by both parties, this QNS EULA represents the entire agreement between the parties with respect to the subject matter herein, and may only be modified in a writing signed by both parties.