

QiPoint Software License Terms

Effective Date: 1-Jan-2018

Table of Contents

1. Definitions	3
2. Grant of License	3
2.1. Trial License.....	3
2.2. NFR/Not For Resale License	4
2.3. Paid License.....	4
2.4. All Rights.....	4
2.5. License Activations.....	4
3. Limitations on License Transfer	4
4. Technical Support Maintenance Terms	4
4.1 License Subscription Fees	4
4.2 Support Period	5
4.3 License Set.....	5
4.4 Technical Support Warranties.....	5
4.5 Software Updates, Fixes and Workarounds.....	5
4.6 Content	5
4.7 Program Updates	5
4.8 Unsupported Programs.....	5
4.9 Technical Contacts	6
4.10 Use Grant for Remote Assistance	6
4.11 Right to Desupport.....	6
4.12 Trial Versions and Beta Features	7
5.0 Privacy.....	7
6.0. U.S. Government License Rights	7
7.0 Intellectual Property	7
7.1. Intellectual Property Rights	7
7.2. Indemnification for IP Claim	7
8.0 WARRANTY DISCLAIMERS.....	8
9.0 LIMITATION OF LIABILITY	8
10.0 Service Level Agreement.....	9

Appendix A: Technical Support Comparison Chart..... 9

10.1 Premium Technical Support..... 9

10.2 Basic Technical Support 10

10.3 Out of Support 10

11. Modification of Agreement..... 10

IMPORTANT READ CAREFULLY: Please review this End User License, maintenance and support agreement ("Agreement") thoroughly.

"Software" referenced in this agreement is the "SharePoint Essentials Toolkit Enterprise Suite"

This Agreement is a legal agreement between QiPoint (referred to as "QiPoint," "we," "our," or "us,") and the natural person or entity ("you", "your", "Customer") who accesses, installs, tries and/or uses the Software (named above). By accepting electronically (for example clicking "I Agree"), installing, accessing or using the Software, you acknowledge that you have read the present Agreement, understand its terms and conditions, and agree to be bound by it.

These terms apply to the Software (named above), and apply to any QiPoint:

- Updates
- Supplements
- Web/Internet-based services
- Support services

If you do not agree to this Agreement, then you may not use the Software.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of a QiPoint licensed program, running unaltered, and on supported hardware, database and operating system configuration, as specified in the Software documentation.

1. Definitions

The following terms in bold below shall have the meaning ascribed to them.

1.1 "Trial Version" defines a version of the Software, so identified, to be used only to review, test, and evaluate the Software for a limited time period. The Trial Version may have limited features and will cease operating after a predetermined amount of time due to an internal mechanism built into the Trial Version.

2.6. "Internal Use"

Internal Use is defined as the Software used for your internal operations and on your own SharePoint environment. For clarity purposes, "Internal Use" excludes any use of the Software for the benefit of a third party, including, among others, in the context of providing services to such third party.

2. Grant of License

2.1. Trial License

If the Software is a Trial Version, this Section 2.1, and not Section 2.2 or Section 2.3, shall apply. Subject to the provisions of the present Agreement, QiPoint hereby grants you a limited, revocable, non-perpetual, non-exclusive, non-transferable object code license to review, test, and evaluate the Software for its Internal Use for the duration specified on QiPoint 's website when the Software is installed (the "Trial License").

2.2. NFR/Not For Resale License

“NFR” (“Not for Resale”) licenses, may be acquired for the sole purpose of Demonstration and are provided through membership in the QiPoint Partner Network. If you are using an NFR license, this Section 2.2, and not Section 2.1 or Section 2.3, shall apply. Subject to the provisions of the present Agreement, QiPoint hereby grants to you a limited, revocable, non-perpetual, non-exclusive, non-transferable object code license to review, test, and evaluate the Software for the duration specified on QiPoint’s website when the Software is installed (the “NFR License”).

2.3. Paid License

If the Software has been purchased and you have received an invoice or receipt of payment, this Section 2.3, and not Section 2.1 or Section 2.2 shall apply. Subject to the provisions of the present Agreement as well as the payment of all applicable fees for the term of such License (see Section 4.1), QiPoint hereby grants to you a revocable, non-perpetual, non-exclusive, non-transferable (except as specified in Section 3) object code license to use the Software for its Internal Use for the period purchased by you (the “License”).

2.4. All Rights

All rights not specifically granted to you by the present Agreement are reserved to QiPoint.

2.5. License Activations

The License is a per-Activation license. You may only activate the number of Activations it has purchased and is responsible for coordinating the activation and deactivation of the license key to permit Users to use the Software in accordance therewith. For the avoidance of doubt, (a) you may transfer a license key from one user to another at no additional charge so long as you do not exceed the total number of Activations, and (b) mere installation of the Software does not count toward the number of Activations.

3. Limitations on License Transfer

You shall not assign or transfer the present Agreement, all rights or obligations hereunder, and any purported assignment or transfer shall be null and void. Notwithstanding the foregoing, you may assign or transfer this License to an affiliated company; provided that such affiliated company agrees in writing to be bound by the terms of the present Agreement.

4. Technical Support Maintenance Terms

4.1 License Subscription Fees

Technical support costs are included with the license subscription. Fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement. Your payment or commitment to pay is required to process your technical support order with QiPoint (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of your license usage and technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

4.2 Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the QiPoint online store, the effective date is the date your order was accepted by QiPoint.

Unless otherwise stated in the order, QiPoint technical support terms, including pricing, reflect a 12-month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. QiPoint is not obligated to provide technical support beyond the end of the support period.

4.3 License Set

A license set consists of (i) all of your licenses of a program, including any options or supported add-ons (e.g. SharePoint Essentials Toolkit & SharePoint Broken Link Manager), (ii) all of your licenses of a program that share the same source code (e.g. SharePoint Essentials Toolkit Scheduler).

4.4 Technical Support Warranties

QiPoint warrants that all services provided by QiPoint under this agreement will be provided:

- a) With reasonable care and skill; and
- b) By means of appropriately qualified and skilled personnel.

4.5 Software Updates, Fixes and Workarounds

You agree that all Updates, Fixes or Workarounds furnished to you shall be deemed to be part of such Materials subject to the terms and conditions of the end user software agreement for the Materials.

4.6 Content

You are responsible for your content. You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Software. You are responsible for lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. QiPoint is not responsible for the Content or data you provide through your use of the Software.

4.7 Program Updates

Update means a subsequent release of the program which QiPoint generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that QiPoint licenses separately. Updates are provided when available (as determined by QiPoint) and may not include all versions previously available for a program acquired by QiPoint. QiPoint is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered.

You shall be responsible for copying, downloading and installing the updates.

4.8 Unsupported Programs

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported

programs. CD/DVD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

4.9 Technical Contacts

Your technical contacts are the sole liaisons between you and QiPoint for technical support services.

When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist QiPoint in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify QiPoint whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with QiPoint.

Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

QiPoint may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

4.10 Use Grant for Remote Assistance

In order to provide you with Technical Support, QiPoint may need to remotely access your computing environment. You will have the choice to permit QiPoint's access for the purpose of providing you with technical support and maintenance services. Prior to providing on-site or remote Technical Support, it is your responsibility to properly backup all data and applications contained on your network.

QiPoint will not be granted access to data on your network without explicit permission to do so, and access to this data will be for the sole purpose of remediating any technical problem you have identified.

You agree that QiPoint and its affiliates may collect and use technical information gathered as part of the Technical Support Services provided to you, if any, related to the product to ensure proper authorization of all copies of the Software as well as to improve QiPoint's products or provide customized services or technologies to You. QiPoint will not disclose this information in a form that personally identifies you to any third parties.

4.11 Right to Desupport

It may become necessary as a part of QiPoint's product lifecycle to desupport certain program releases and, therefore, QiPoint reserves that right. For example, if Product A version 1.0 is discontinued, and the current version is version 5.0, it may not be product we deem sustainable to support and may desupport that version of the product. This may also apply to specific programs where specific products may be deemed to be unsustainable to support. QiPoint will provide 24 weeks' notice to clients prior to desupport of the application they own.

4.12 Trial Versions and Beta Features

If you registered for a trial use of the product ("Trial Period"), you must decide to purchase a product license within the Trial Period in order to retain any Content that you have entered into the product, created within the product data file, posted or uploaded during the Trial Period. If you do not purchase a product license by the end of the Trial Period, your Content will no longer be available to you. To be very clear, after using the product during the trial period, if you decide not to purchase the license to the full version of the product, you will not be able to access or retrieve any of the data you added or created with the product during the trial.

From time to time, QiPoint may, at its sole discretion, include new and/or updated beta features ("Beta Features") in the product for your use and which permit you to provide feedback (fees may apply). You understand and agree that your use of the Beta Features is voluntary and QiPoint is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information.

5.0 Privacy

QiPoint will adhere to the privacy policy available on our web site https://www.qipoint.com/privacy_policy.

6.0. U.S. Government License Rights

All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software 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 DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

7.0 Intellectual Property

7.1. Intellectual Property Rights

QiPoint warrants that it is the owner of the Software and of each component thereof or the recipient of a valid License thereto, and that it has and will maintain the full power and authority to grant the rights granted in the present Agreement without the further consent of any third party.

7.2. Indemnification for IP Claim

QiPoint will defend you against any third-party claim, suit or proceeding arising out of or related to a claim that the Software, when used in accordance with this Agreement, infringes or violates any intellectual property right (an "IP Claim"). QiPoint will indemnify you for any costs (including reasonable attorneys' fees) associated with the defense or settlement of and/or damages finally awarded against you in any IP Claim. If an IP Claim is made or appears likely to be made, QiPoint, at its sole discretion and own expense, will take one or any of the following actions: (a) secure for you the right to continue using the Software; (b) replace or modify the Software to render it non-infringing; or (c) terminate the

infringing features of the Service and refund to you any prepaid fees for such features, in proportion to the portion of the term remaining after such termination. The indemnification obligations in this section are subject to: (i) prompt notification in writing by you of any IP Claim (provided however, that the delay or failure to give such notification shall not affect your entitlement to indemnification hereunder, except to the extent that QiPoint shall have been prejudiced as a result of such delay or failure) (ii) the transfer of sole control of the defense and any related settlement negotiations to QiPoint, unless agreed otherwise by the Parties; and (iii) your cooperation, at QiPoint 's expense, in the defense of such claim. THIS SECTION STATES QIPOINT'S SOLE OBLIGATION AND LIABILITY, AND YOUR SOLE REMEDY, FOR BREACH OF THE WARRANTY IN SECTION 7.1 AND FOR POTENTIAL OR ACTUAL INTELLECTUAL PROPERTY INFRINGEMENT BY THE SOFTWARE. NOTWITHSTANDING THE ABOVE, QIPOINT SHALL HAVE NO LIABILITY TO YOU IF THE INFRINGEMENT ALLEGED IN THE IP CLAIM RESULT FROM USE OF THE SOFTWARE IN COMBINATION WITH HARDWARE OR SOFTWARE NOT PROVIDED BY QIPOINT.

8.0 WARRANTY DISCLAIMERS

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS AND ERRORS, IF ANY. THE SOFTWARE IS SUBJECT TO CHANGE WITHOUT NOTICE. QIPOINT MAKES NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. QIPOINT ASSUMES NO LIABILITY FOR ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED OR FOR ANY CONTENT MANIPULATED BY THE SOFTWARE.

9.0 LIMITATION OF LIABILITY

EXCEPT FOR BREACH OF OBLIGATIONS SPECIFIED IN SECTION 7.1 OF THE PRESENT AGREEMENT (INTELLECTUAL PROPERTY RIGHTS), NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, ARISING FROM THE PERFORMANCE OF, OR RELATING TO, THE PRESENT AGREEMENT. EXCEPT FOR THE INDEMNIFICATION SPECIFIED IN SECTION 9.2 (INDEMNIFICATION FOR IP CLAIM), IN NO EVENT SHALL QIPOINT HAVE ANY LIABILITY TO YOU IN EXCESS OF THE AMOUNT PAID YOU TO QIPOINT UNDER THIS AGREEMENT.

10.0 Service Level Agreement

Appendix A: Technical Support Comparison Chart

Support Services	Out of Support	Basic	Premium
Initial response time	n/a	2 business days	4 business hours*
Method of contact	My QiPoint Support Portal (access to archived tickets only)	My QiPoint Support Portal (new & archived tickets), Phone Call back, email and Web Meeting (screen sharing)	My QiPoint Support Portal (new & archived tickets), Phone Call back, email and Web Meeting (screen sharing)
Number of annual incidents	n/a	6	Unlimited
Support hours	8am-6pm EST/EDT	8am-6pm EST/EDT	8am-6pm EST/EDT (Please ask our sales team about after-hours support)
Number of designated support contacts	n/a	2	4
Access to patch releases and bug fixes	Yes	Yes	Yes
Free major version upgrades	No	No	Yes

* 4 business hours response time applies to tickets flagged as “Emergency” or “Critical” in the [My QiPoint Support](#) Portal. “Normal” priority tickets will be responded to within 12 business hours. “Low” priority tickets will be responded to within 1 business day.

10.1 Premium Technical Support

Programs under QiPoint’s Premium Support plan will receive the following Software Updates & Support:

- All Major and Minor program fixes, new features, enhancements and patch updates

- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with technical service requests Monday to Friday 8AM to 6PM Eastern Standard Time via telephone and email (Please ask our [sales team](#) about after hours support)
- Unlimited number of annual incidents
- Access to **My QiPoint Support** (24 x 7 web-based customer support system), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

10.2 Basic Technical Support

Programs under QiPoint's Basic Support plan will receive the following Software Updates & Support:

- All Minor program fixes, new features, enhancements and patch updates. Does not include Major releases.
- Assistance with technical service requests Monday to Friday 8AM to 6PM Eastern Standard Time via telephone and email
- Up to 6 annual incidents
- Access **My QiPoint Support** (24 x 7 web-based customer support system), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

10.3 Out of Support

Out of Support is effective after the Premium or Basic Support expires and is not renewed. When the product is Out of Support, you will still have access to the following:

- Archived technical support related tickets (on My QiPoint Support) will be available to be viewed, new technical support tickets will not be supported
- Non-technical customer service during normal business hours

11. Modification of Agreement

QiPoint may amend this Agreement from time to time by posting an amended version on its website and in the installation process of the Software.

If you have questions about QiPoint's Software License Terms, please contact us at inquiries@qipoint.com