

User License Agreement for BrianQC* Software

This document is a legal agreement between you (the "Licensee") and StreamNovation Ltd. (the "Licensor"). Please read this agreement carefully before installing BrianQC (the "Software Product").

By installing the Software Product, the Licensee agrees to the terms of this agreement. If the Licensee does not agree to the terms of this agreement, promptly return the uninstalled Software Product along with all accompanying materials at the Licensee's expense to:

StreamNovation Ltd. Prater utca 50/A. Budapest, H-1083 Hungary

or the authorized distributor from whom it was purchased.

1. Grant of License. This agreement grants the Licensee the following rights: The Licensee may install and use BrianQC on the computer owned, operated by and used by the Licensee on the number of computers and agreed by the sales representative of StreamNovation Ltd. BrianQC software installation should only be done on the specified geographic site(s) as itemized on the invoice. Installation on a different geographic site not specified on the invoice requires an additional license. Cloud computing service providers, such as Amazon Web Services (AWS), are considered single geographic sites for licensing purposes. Mobile devices and personal computers are not counted as additional sites. Please note BrianQC has single-group, multigroup, departmental and site licenses for different end user situations. The Licensee should only allow the installed software to be used in accordance with the end user specification listed on the invoice.

The Licensee may also store one copy of the Software Product on a storage device such as a hard drive, SSD drive, memory stick, CD or DVD to be used only as a backup copy of the original Software Product in the event of damage to or other accidental loss of the original Software Product.

The Licensee may use the Software Product only in conjunction with the license key(s) provided by the Licensor.

2. Description of other rights and limitations.

Limitations on Reverse Engineering, Decompilation and Disassembly. The Licensee may not reverse engineer, decompile or disassemble the Software Product.

Single Product. The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Rental. The Licensee may not rent, lease or loan the Software Product to any other user. No party may be a licensee of this Software Product to any Third Party other than the Licensor.

Software Transfer. The Licensee may permanently transfer all of their rights under this agreement, only with the express written consent of the Licensor. The Licensee must not retain any copies and must transfer all of the Software Product (including all component parts, the software medium, printed materials, upgrades and this agreement). The recipient will immediately apply for a license key from the Licensor and will agree and comply with the terms of this agreement. If the Software Product is an upgrade, any transfer must include all prior versions of the Software Product.

Non-Assignment. This agreement and the license granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of the Licensor.

- 3. Termination. Without prejudice to any other rights, the Licensor may terminate this agreement if the Licensee fails to comply with the terms and conditions of this agreement. In such event, the Licensee must destroy all copies of the Software Product and all of its component parts or return them in to via registered mail to the Licensor.
- 4. Upgrades. If the Software Product is an upgrade from another product or component of another product, the Licensee may use that upgraded product or component only in accordance with this agreement.
- 5. Copyright. All titles 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 the Licensor. The Software Product is protected by copyright laws and international treaty provisions. Therefore, the Licensee must treat the Software Product like any other copyrighted material in accordance with this agreement.
- 6. Limited Warranty. The Software Product is provided "AS IS" and Licensor makes no warranty as to its use, performance, or otherwise. The Licensor disclaims any and all warranties, whether express or implied, including (without limitation) any express or implied warranties of usability, saleability, intellectual property non-infringement or fitness for a particular purpose.

The Licensor specifically does NOT warrant the results of calculations performed using the Software Product. The Licensee is responsible for assuring that the mathematical, engineering, scientific use or any other application of the Software Product is qualified according to the applicable professional norms.

IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR SOFTWARE PRODUCT UNDER THIS AGREEMENT, OR FIVE (5) USD, WHICHEVER IS GREATER.

- 7. Customer Remedy Under Warranty. The Licensor's entire liability and exclusive remedy shall be replacement of the software medium that does not meet the Licensor's Limited Warranty and which is returned to the Licensor with a copy of the Licensee's receipt, paid invoice or other proof of purchase. This Limited Warranty is void if failure of the software medium has resulted from accident, abuse or misapplication. Any replacement software medium will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside Hungary, neither these remedies nor any product support services offered by the Licensor are available without a copy of the Licensee's receipt, paid invoice or other proof of purchase from an authorized distributor.
- 8. Disclaimer of Warranty. The Licensor and its suppliers disclaim all other warranties, either expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose with regard to the Software Product and any accompanying software medium.
- 9. No Liability for Consequential Damages. In no event shall the Licensor or its suppliers be liable for any special incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruptions, loss of business information or any other pecuniary loss) arising out of the use of or inability to use the Software Product, even if the Licensor has been advised of the possibility of such damages.
- 10. No Third Party Liability. The Licensee agrees to indemnify the Licensor, its distributors and its suppliers from assertions by Third Parties against the Licensor resulting from the use of this Software Product by Licensee for the benefit of said Third Parties. Under no circumstance shall the Licensor be held liable for the application selected, employed or otherwise made the responsibility of the Licensee for the benefit of any Third Party.
- 11. Customer Service and Future Releases. The Software Product is not covered by any existing customer service or maintenance agreement you may have with the Licensor. This agreement does not entitle you to the full release or any further releases of the Software Product.

- 12. Severability and Waivers. Should any term or part of a term of this agreement be declared void or unenforceable by any court of competent jurisdiction, such a declaration shall have no effect on the remaining terms or parts of terms herein. No failure to exercise, nor any delay in exercising, on the part of the Licensor, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 13. Marketing. The Licensee agrees to be identified as a customer of Licensor and that Licensor may refer to the Licensee by name, trade name and trademark, if applicable, and may briefly describe the Licensee's business in Licensor's marketing materials, on Licensor's web site, in public or legal documents. The Licensee hereby grants the Licensor a license to use Licensee's name and any of the Licensee's trade names and trademarks solely pursuant to this marketing section.
- 14. Term and Termination. If the Licensee fails to comply with the terms and conditions of this agreement, this agreement and the Licensee's right and license to use the Software Product will terminate immediately. The Licensee may terminate this agreement at any time by notifying the Licensor. Upon the termination of this agreement, the Licensee must delete the Software Product from its computers and archives.

LICENSEE AGREES THAT UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, LICENSOR MAY TAKE ACTIONS SO THAT SOFTWARE NO LONGER OPERATES.

15. Governing Law and Jurisdiction. This agreement and all matters arising from or connected with it shall be governed by and will be construed and take effect in accordance with Hungarian law. The courts of Hungary shall have exclusive jurisdiction to decide and to settle any dispute or claim arising out of or in connection with this agreement (including claims for set-off or counterclaim) or the legal relationships established by this agreement (including any non-contractual claims).