



END USER LICENSE AGREEMENT

Client desires to purchase the VIPRE Voice Stress Analysis hardware and or software. As a result, upon receipt of the VIPRE product the client agrees to the following:

1. License. VIPRE Technology Group, LLC hereby grants to Client a perpetual, non-exclusive, limited license to use the VIPRE in the United States of America as set forth in this Agreement. Client certifies that it is an accredited agency and or private investigative entity and this purchase and grant of license is not for individual ownership.
2. Restrictions. Client shall not modify, copy, duplicate, reverse engineer, reproduce, license or sublicense the VIPRE Voice Stress program, or transfer or convey the VIPRE Voice Stress program or any right in the VIPRE product to anyone else without the prior written consent of VIPRE Technology Group, LLC.
3. Warranty of Title. VIPRE Technology Group, LLC hereby represents and warrants to Client that VIPRE Technology Group, LLC is the manufacturer of the VIPRE product or otherwise has the express right to grant both the Distributor the right to distribute and the Client the rights set forth in this agreement.
4. Warranty of Functionality. For a period of 12 Months following delivery of the VIPRE Field Unit to Client (the Warranty Period), VIPRE Technology Group, LLC warrants that the VIPRE Field Unit shall perform in all material respects according to the VIPRE Technology LLC's specifications concerning the VIPRE Field Unit. In the event of any breach or alleged breach of this warranty, Client shall promptly notify VIPRE Technology Group, LLC and return the VIPRE Unit to VIPRE Technology Group, LLC at the Client's expense. The clients sole remedy shall be that VIPRE Technology Group, LLC shall correct the VIPRE Field Unit so that it operates according to the warranty. This warranty shall not apply to the VIPRE Field Unit if modified by anyone or if used improperly or on an operating environment not approved by Licensor. In the event of any defect in the VIPRE Field Unit arising

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within 12 months of the date of delivery, upon return to VIPRE Technology Group, LLC VIPRE Technology Group, LLC shall provide and return to Client a fully functional VIPRE Field Unit.

5. **Software Warranty.** The VIPRE software product, VIPRE/VASIS, is protected by a 36 months limited update and replacement process which may incur an embedding fee at clients expense.
6. **Maintenance.** During the Warranty Period, Vipre Technology Group, LLC shall provide to Client any new, corrected, or enhanced version of the VIPRE software program as created by VIPRE Technology Group, LLC.
7. **Warranty Disclaimer:** VIPRE Technology Group, LLC warranties set forth in this agreement are exclusive and are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of the merchantability and fitness for a particular purpose.
8. **Limitation of Liability.** VIPRE Technology Group, LLC shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether either entity was advised of the possibility of such losses in advance. In no event shall VIPRE Technology LLC's liability hereunder exceed the amount of license fees paid by Client, regardless of whether Client's claim is based on contract, tort, strict liability, and product liability or otherwise.
9. **Governing Law.** Client agrees that all provisions shall be construed and enforced in accordance with the laws of the State of Florida.
10. **No Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by Client without the prior express written approval of VIPRE Technology Group, LLC.
11. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
12. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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