

## **CacheBack® License Agreement**

### **Copyright.**

CacheBack™ is furnished under this license agreement (this "Agreement") and may be used only in accordance with the terms of this Agreement. Copyright 2004-2009 BitQuest Corporation. All Rights Reserved.

### **Definitions.**

PROGRAM or "V2", including "Beta", is defined as the computer program "CacheBack" including the software in executable form and the single dongle hardware key with which this Agreement is included or remotely re-programmed by COMPANY, and any updates or maintenance releases thereto that COMPANY may provide to you. COMPANY is defined as BitQuest Corporation, an Ontario Corporation.

### **License and Certain Restrictions.**

This Agreement applies to both the trial and full versions of the PROGRAM. Do not use the PROGRAM until you have carefully read the following Agreement. This Agreement sets forth the terms and conditions for licensing of the PROGRAM from COMPANY to you, and installing the PROGRAM indicates that you have read and understand this Agreement and accept its terms and conditions. If you do not agree with this Agreement, promptly return the PROGRAM and accompanying items to COMPANY within ten (10) days of purchase for a full refund with receipt. Absent such return, the PROGRAM will be deemed accepted by you upon shipment.

### **Non-Exclusive License**

a. Authorized Use. You are granted a limited non-exclusive license to use a copy of the enclosed PROGRAM on the computer(s) used by a single individual. By your use of the PROGRAM pursuant to this Agreement, you recognize and acknowledge COMPANY's proprietary rights in the PROGRAM. You may not distribute the PROGRAM, including any demonstration version of the program, to third parties without the written authorization from COMPANY. You may make additional backup copies of the PROGRAM for your own use, as long as only one copy may be used at any one time.

### **b. Restrictions.**

You may not copy the printed materials, if any, accompanying the PROGRAM, or print multiple copies of any user documentation. Applicable copyright laws protect the PROGRAM in its entirety. The PROGRAM also contains COMPANY trade secrets, and thus you may not decompile, reverse engineer, disassemble, or otherwise reduce the PROGRAM to human-perceivable form or disable any functionality that limits the use of the PROGRAM. You may not modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or network the PROGRAM, disk, or related materials or create derivative works based upon the PROGRAM or any part thereof. You may not publicly display the PROGRAM or provide technical training or instruction for monetary compensation or other consideration in any form. Your license is automatically terminated if you take any of the actions prohibited by the paragraph.

### **c. Transfer.**

You may not transfer the PROGRAM to a third party, or sell the computer on which the PROGRAM is installed to a third party, without written consent from COMPANY and written acceptance of the terms of this Agreement by the transferee. If you transfer the PROGRAM with the written consent of COMPANY, you must transfer all computer programs and documentation and erase any copies residing on computer equipment. Your license is automatically terminated if you transfer the PROGRAM without the written consent of COMPANY. You are to ensure that the PROGRAM is

not made available in any form to anyone not subject to this Agreement. A transfer fee of \$150 will be charged to transfer the PROGRAM (not applicable to transfers associated with orders from VARs, distributors, or resellers or intra-company transfers).

**d. Title.**

At all times, full title and ownership of the PROGRAM shall remain with COMPANY. You are granted a non-exclusive license to utilize the PROGRAM subject to the terms of this Agreement.

**Standard Support.**

As part of your license of the PROGRAM, you will receive unrestricted telephone and email support in accordance with COMPANY's standard telephone and email support policies. You are entitled to receive PROGRAM updates that are considered revisions (e.g., 2.1, 2.2, 2.3) when and as they become available. You have no rights to further updates other than those described herein. Support will begin upon the effective date of this Agreement, which is defined as the date the PROGRAM is licensed to you. In the event the COMPANY chooses to implement additional paid support options, they will be posted on the CacheBack website and/or incorporated with the PROGRAM distribution files, and they will be subject to separate terms and conditions.

**Disclaimer of Warranties.**

EXCEPT AS PROVIDED ABOVE, THIS PROGRAM AND ANY RELATED SERVICES ARE PROVIDED AS-IS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM, DISKETTE, RELATED MATERIALS AND ANY SERVICES, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, TITLE OR THEIR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE PROGRAM IS FREE FROM BUGS, ERRORS, OR OTHER PROGRAM LIMITATIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF PURCHASE OF THE PROGRAM. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM STATE TO STATE.

**Limitation of Liability and Damages.**

THE ENTIRE LIABILITY OF COMPANY AND ITS REPRESENTATIVES (AS DEFINED BELOW) FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PROGRAM AND RELATED SERVICES PURCHASED FROM COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. COMPANY WOULD NOT BE ABLE TO HAVE PROVIDED THIS PROGRAM WITHOUT SUCH LIMITATIONS.

**General Provisions.**

This Agreement sets forth COMPANY's and it's Representatives' entire liability and your exclusive remedy with respect to the PROGRAM. You acknowledge that this Agreement is a complete statement of the agreement between you and COMPANY, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding the PROGRAM or any related services. This Agreement does not limit any rights that COMPANY may have under trade secret, copyright, patent, or other laws. The Representatives of COMPANY are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on COMPANY, other than in writing signed by an officer of COMPANY. Accordingly, such additional statements are not binding on COMPANY and you should not rely upon such statements. If any provision of this Agreement is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. The validity and performance of this Agreement shall be governed by Ontario law (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. The parties specifically exclude the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is deemed entered into at Newmarket, Ontario, Canada and shall be construed as to its fair meaning and not strictly for or against either party.

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BitQuest Corporation  
16715 - 12 Yonge Street  
Suite 1079  
Newmarket, Ontario  
L3X 1X4  
Canada  
[www.cacheback.ca](http://www.cacheback.ca)