

License Agreement for the use of Third Party Software

between

helpIT systems inc

of

560 So. Winchester Blvd., 5th Floor, San Jose, CA 95128

(hereinafter referred to as "the Licensor")

and

The Licensee

1. Definitions

"Licensee" means the customer using this Third Party Software and as named in the QAS Order Confirmation.

"QAS" means QAS Ltd whose primary address in the US is 1 Memorial Dr, Ste 800, Cambridge, MA 02142-1362

"Third Party Software" means the software provided by helpIT systems inc

The definition of "Data Provider" in the QuickAddress License Terms and Conditions shall be amended to read: "Data Provider" means the owner of the Data or the person who has the right to license or provide the Data for use by third parties, or the owner of the Third Party Software or the person who has the right to license or provide the Third Party Software.

The other words and expressions defined in the QuickAddress License Terms and Conditions ("the Agreement") shall bear the same meaning herein and shall be incorporated by reference.

2. License Grant

- 2.1 The Licensee is granted a personal non-exclusive, non-transferable license for object code only ("the License") by the Licensor to use the Third Party Software only for the Licensee's own internal business use in accordance with the terms of the Agreement and this License.
- 2.2 QAS is authorized by Licensor to sub-license the Third Party Software and manage the license on their behalf including monitoring your compliance with the terms and conditions of this License and all financial matters, provided however, that Licensor retains the right to enforce the terms of this License.
- 2.3 QAS reserve all rights not expressly granted to Licensee.

3. Duration

- 3.1 This License commences on the date on which the Agreement (of which this License forms part) commences and continues until termination of the Agreement.

4. Intellectual Property Rights

- 4.1 The copyright and any other intellectual property rights in the Third Party Software shall remain the exclusive property of the Licensor or its licensors.
- 4.3 The Licensee shall not remove any proprietary notices of Licensor or QAS placed on the Third Party Software or on reports generated through the use of the Third Party Software or on any media on which the same are supplied.
- 4.4 This License does not grant or imply any grant of a license to use any trademark owned by Licensor.
- 4.5 The provisions of this clause shall continue to operate after the termination of this license.

5. Fees

- 5.1 QAS will include in its Initial License Fee and Renewal Fees invoiced to you, an amount for the fees due to Licensor for use of Third Party Software. Payment by Licensee to QAS of their invoices discharges your liability to Licensor for the relevant initial and renewal license fees.

6. WARRANTY

- 6.1 Section 14.2 of the Agreement is modified to read:

“EXCEPT AS SET FORTH IN SECTION 14.1 ABOVE, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WE SPECIFICALLY DISCLAIM ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCTS WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN COMBINATIONS OR IN A MANNER SELECTED FOR USE BY YOU, OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. FURTHERMORE, THE LICENSEE ACKNOWLEDGES THAT (A) THE DUTY OF CARE IN CHECKING EACH AND EVERY OUTPUT FROM THE THIRD PARTY SOFTWARE RESTS SOLELY WITH THE LICENSEE, AND (B) WHILE THE LICENSOR MAKES ALL REASONABLE ATTEMPTS TO EXCLUDE VIRUSES FROM THE THIRD PARTY SOFTWARE, IT CANNOT ENSURE SUCH EXCLUSION AND NO LIABILITY IS ACCEPTED FOR VIRUSES. THUS, THE LICENSEE IS RECOMMENDED TO INSURE ITSELF AGAINST THIS RISK.”

7. RESTRICTIONS ON USE

- 7.1 Unless specifically allowed for in the Order Confirmation, Licensee's internal business purposes shall be deemed not to include use as a service to third parties.