



tion manual, help guide and documents substitute pages or addenda within a reasonable time. If we can't, we will send you a refund; you must return all copies of the software, all materials, and provide a copy of your receipt to receive this refund.

**4b. What is Not Covered:**

You acknowledge that, since we can't control your choice of software or your microcomputing habits, it is your responsibility to:

- (a) select programs that meet your needs;
- (b) make backups of your data and programs regularly;
- (c) choose, maintain, and match your hardware, operating system software, and other applications software; and
- (d) install, use, and obtain results, from the product. This warranty does not cover the software once it is modified, nor does it require us to customize our programs, develop new features, or modify your copy for different hardware or operating system software. Paragraph 4a provides your exclusive remedy for any problems with the product.

**4c. What We Will Not Do:**

Except for the limited warranty described above, there are no warranties to you or any other person or entity for the product, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose; all such warranties are expressly and specifically disclaimed. Quick Ceph® Systems, Inc. shall not be responsible for any broken internet connections. Some states do not allow the exclusion of implied warranties or limitations on how long they last, so the above exclusion and limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. In no event shall Quick Ceph® Systems, Inc. be responsible for any indirect, special, incidental, consequential, or similar damages or lost data or profits to you or any other person or entity regardless of the legal theory, even if we have been advised of the possibility of such damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Our liability for any damages to you or any party in the event that any of the above limitations are held unenforceable shall not exceed the license fee you paid, regardless of the form of the claim. No dealer, company, or person is authorized to expand or alter either these warranties or this agreement; any such representation will not bind Quick Ceph® Systems, Inc.

**5. Support.**

We will provide you with reasonable telephone support during our customer support hours on questions not answered by the instruction manual, help guide and documents. We will be responsible for user support only for Quick Ceph® Systems, Inc. products.

**6. Upgrades.**

Quick Ceph® Systems, Inc. will advise you of the availability of any enhancements or upgrades to the materials and, (provided you are not otherwise in breach of this agreement) upon payment in full, license same to you at the current prices of Quick Ceph® Systems, Inc. in effect under the terms and conditions of this agreement which shall be deemed to be amended to cover such enhancements or upgrades.

**7. Backups and Copying.**

You agree not to copy any of the materials other than for backup as specified in Paragraph 1.

**8. General.**

This agreement shall be governed by California laws (except federal law governs copyrights and trademarks) and is deemed entered in San Diego County, California. If any provision hereof is finally held to contravene that jurisdiction's law, that will be deemed deleted but not effect any other provision's validity; the parties expressly agree that every limitation of liability, disclaimer of warranties, or exclusion of damages is intended to be severable and independent of any other such provision and to be enforced as such, and shall remain in effect even if a remedy is held to have failed its essential purpose. If either party brings an action to enforce or interpret this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and litigation expenses in addition to other appropriate relief. This agreement covers any updates or backups, and constitutes our entire understanding, and agreement regarding the product. Any prior purchase order, communication, advertising, or representation are superseded. This license may only be modified in a written amendment signed by an authorized officer of Quick Ceph® Systems, Inc. No action for any warranty breach or otherwise arising under this license may be commenced more than one year following warranty expiration. Either party's failure or delay to enforce any provision hereof will not waive that party's right. Your confidential information obligations will survive any agreement termination.

You acknowledge that you have read and understood this agreement. You agree to its terms and conditions.

To be completed by practitioner

<p><b>Licensee/Practitioner</b></p> <p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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