

Fax Products.Com LLC 950 Peninsula Corp. Circle Suite 2017 Boca Raton FL
End User License Agreement

IMPORTANT- READ CAREFULLY: This Fax Products.Com End-User License Agreement is a legal agreement between _____ and Fax Products.Com, LLC for the Impact Fax, Voice or Imaging product which includes computer software and associated media and printed materials, and may include “online” or electronic documentation (“Software Product” or “Software”). By exercising your rights to make and use copies of the Software Product, you agree to the terms of this End-User Agreement. If you do not agree to the terms of this agreement, promptly return this fax unsigned, and your rights will be revoked.

SOFTWARE PRODUCT LICENSE: The Software Product is protected by copyright laws and international copyright treaties as well as other intellectual property laws and treaties. The Software Product is licensed, not sold.

GRANT OF LICENSE: Fax Products.Com grants you a nonexclusive, royalty –free right to make and use one copy of the Software Product.

COPYRIGHT: All title and copyrights in and to the Software product incorporated in the Software Product, are owned by Fax Products.Com. The Software Product is protected by copyright laws and international treaty provisions. Therefore, you must treat the Software Product like any other copyrighted material except that you may either (a) make one copy of the Software product solely for backup or archival purposes, or (b) install the Software Product on a single computer provided you keep the original solely for backup or archival purposes.

OTHER RESTRICTIONS: This End User License Agreement is your proof of license to exercise the rights granted herein and must be retained by you. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

LIMITED WARRANTY: NO WARRANTIES, NO REFUNDS. Fax Products.Com expressly disclaims any warranty for the Software Product. This Software Product and any related documentation is provided “as is” without warranty of any kind, either expressed or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the Software product remains with you.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES: In no event shall Fax Products.Com or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Impact Fax / Voice Product , even if Fax Products.Com has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation may not apply to you.

US GOVERNMENT RESTRICTED RIGHTS: The Software product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (C) (1) (ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (C) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Fax Products.Com LLC, 950 Peninsula Corp. Circle Suite 2017 Boca Raton FL

MISCELLANEOUS: If you acquired this product in the United States, this End User Agreement is governed by the laws in the State of Florida. If this product was purchased outside the United States, local laws may apply.

Fax Products.Com is not in any way responsible for any damages caused by the use or misuse of this product. Should you have any questions concerning this End User Agreement, or if you desire to contact Fax Products.Com for any reason, please contact the Fax Products.Com subsidiary serving your country, or write: Fax Products.Com, 950 Peninsula Corp. Circle Suite 2017 Boca Raton FL.

I have read the above terms and agree to them _____

Customer Signature

Printed name X _____

Important: Please Fax to 561-757-4109

Tel: 561-757-4107

Page 1

Fax Products.Com - Software Order Form Agreement of Terms

Product Name _____

Number of Lines or licenses _____

You have read the **End User License Agreement**, understand that you are purchasing a license to use the software and you agree to these terms.

Customer's Initials _____

You understand that under *no circumstances* can a refund be issued. You cannot receive a refund from Fax Products.Com for this software product, nor will you receive a refund from any banking establishment you may have used as a form of payment.

Customer's Initials _____

Fax Products.Com offers a 15-day free evaluation copy of the Impact Fax/Voice Product Line. By initialing the line below, you acknowledge you have downloaded the software, tested and used it for 15 days, and found that it suits your needs. Upon purchase, Fax Products.Com, LLC can issue you an unlock code.

Customer's Initials _____

Fax Products.Com will never be held liable due to the use or misuse of this product.

Customer's Initials _____

Your signature below completely and unconditionally verifies that you have received your Impact Fax, Voice or Imaging Product in evaluation version, which once registered, becomes your fully licensed version. You have successfully downloaded your evaluation copy, and you find this evaluation software satisfactory to your needs.

Signature _____ **Date** _____

Printed name _____

Company _____

Address _____

Important: Please Fax to 561-757-4109

Tel: 561-757-4107

Maintenance Plan

Customer has the option to purchase a yearly subscription plan at 20% of the original price of the product. The yearly maintenance plan includes quarterly upgrades and free standard email technical support for the term of the contract. In order to extend the contract, the yearly maintenance and upgrade contract must be renewed and paid in full before the term of the existing contract expires.

Initial here for subscription plan _____

Delivery:

Please indicate email address for electronic delivery _____

Payment Method:

I will be paying by: (Check One)

Company Check _____ (US Company Checks only)

Bank Transfer _____ (Contact Black Ice Sales Department for account information)

Credit Card _____ (Please Fill in below)

I authorize Fax Products.Com, LLC to charge our credit card for the purchase of the software as described in this License Agreement. I understand that the software is non-refundable, nor will I receive a refund by requesting a “chargeback” from my credit card company.

Authorized Signature _____

Card Holder's Name (Please Print) _____

Credit card # _____ exp. _____

Cardholders Address (if different than Company Address) _____

Cardholders Phone number _____