



ePanic Button, LLC End User License Agreement

1 INTRODUCTION

a. This License Agreement ("Agreement") is an agreement between you and ePanic Button, LLC. Please read these terms and conditions carefully before using or downloading any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the ePanic Button software ("the Software") supplied to you by ePanic Button, LLC which includes any programs client installed on the customer's environment and workstations and access to hosted, management website and related documentation. In particular, we draw your attention to clause 8 (limitation of liability).

b. By downloading, installing or otherwise using the Software you agree to be legally bound by this License Agreement. If you do not wish to be bound by this Agreement, then you may not download or use the Software.

2 LICENSE

a. Evaluation Period for Software: You may use the Software within your organization for evaluation for a period of up to 30 days from the date of its supply to you. At the end of this period, if you do not purchase the Software from ePanic Button, LLC at the structured fee rate as indicated on the Pricing Page at <http://epanicbutton.com/pricing>, you must destroy all copies of the Software supplied to you, including copies installed on any computer, and all related documentation.

b. Site License: This License applies to any and all computers that install the Software within a single organization or entity. Said entity must pay the appropriate amount as determined by the number of computers it is installed upon as structured on the Pricing Page at <http://epanicbutton.com/pricing>. If, after initial installation, additional computers upload and utilize the program, you must pay any additional amounts owed based on the fee schedule found on the Pricing Page at <http://epanicbutton.com/pricing>.

3 RESTRICTIONS ON USE

a. You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software on all authorized copies.

b. You shall not reverse engineer, decompile or disassemble the Software.

c. You may not distribute any portions of the Software to any third party.

d. You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.

e. You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorized means.

4 INTELLECTUAL PROPERTY RIGHTS

a. The copyright, patents, trademarks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of ePanic Button, LLC or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those



expressly granted in this Agreement.

5 TERMINATION

a. This Agreement is effective until terminated. This Agreement will terminate automatically if you fail to comply with any provision of this Agreement. Upon notice of termination from ePanic Button, LLC, you shall destroy the documentation and all copies of the Software promptly.

6 UPDATE POLICY

a. ePanic Button, LLC may create, from time to time, updated versions of the Software. ePanic Button, LLC will make any such updated versions available to licensees for free or for a fee, depending on the extent of the upgrade.

7 WARRANTY

a. Subject to the limitations upon its liability set out in clause 8, ePanic Button, LLC warrants that:

b. In the event of notification stated in clause 7 (a) ePanic Button, LLC shall replace the defective Software. Your sole remedy for breach of the warranties set out in clause 7 (a) shall be limited to replacement of the software or reimbursement not to exceed the amount paid and shall not encompass any other damages.

c. Save as stated herein, ePanic Button, LLC expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including but not limited to warranties of quality, performance, satisfactory quality or fitness for a particular purpose.

d. It is the responsibility of the licensee to periodically test the satisfactory operation of the software.

8 LIMITATION OF LIABILITY

a. ePanic Button, LLC, its owners, employees or associates, accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, personal injury or death, however caused and even if foreseeable or made known to ePanic Button, LLC.

b. ePanic Button, LLC's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

c. **Special Disclaimer of Incidents of Emergencies, Assaults or Threats.** ePanic Button, LLC, its owners, employees or associates, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the use of the Software in events where an assault or threats occur against the users. You shall defend, indemnify, and hold harmless ePanic Button, LLC, its owners, employees and associates, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you relating to the absence, failure or outage of the Software provided hereunder, including specifically any claims arising out of the failure of the Software.

It is the responsibility of the management or administration to ensure that they have effective and comprehensive safety and security resources, procedures and systems to provide support and protection for the users of the Software.

9 SEVERABILITY

a. If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part than any other part and the other terms and conditions of this Agreement shall



continue in full force and effect.

10 ENTIRE AGREEMENT

a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.

12 ASSIGNMENT

a. You may not assign this Agreement or any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without ePanic Button, LLC's prior consent.

13 NOTICES

a. All notices shall be given:

b. to ePanic Button, LLC via the contact information provided below and at www.epanicbutton.com

c. to you at either the email or postal address you provide during any ordering and registration process.

d. Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

14 GOVERNING LAW

a. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227 -14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

b. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of North Carolina.

ePanic Button Contact Info:

Phone: 919-590-0574

Email: contact@epanicbutton.com

Website: www.epanicbutton.com