

Qwest® License Agreement – Windows® ME

To download the latest **Intel® PRO/DSL 2100** software, you must agree to the following Qwest® License Agreement and the Intel Software License Agreement. Please read both Agreements and if you are willing to accept the terms, select the "Accept" button at the bottom of the page.

SOFTWARE LICENSE AGREEMENT

IF YOU ARE NOT A QWEST® HIGH-SPEED INTERNET CUSTOMER, ANY REPRODUCTION, COPY, USE OR DOWNLOAD OF THIS SOFTWARE OR DOCUMENTATION IS STRICTLY PROHIBITED AND SHALL VIOLATE UNITED STATES COPYRIGHT LAWS.

Intel® PRO/DSL 2100 Windows® ME (Version 1.2 Driver)

1. INTRODUCTION

The **Intel® PRO/DSL 2100** is an Asymmetric Digital Subscriber Line (ADSL) internal modem, which provides connectivity to Qwest® High-Speed Internet services. Qwest is an authorized reseller of Intel® products and has an agreement with Intel® Corporation to provide operating system software and documentation for this hardware to our Qwest High-Speed Internet services customers only.

This Agreement is intended to be a binding contract between Qwest and the party ("User") who clicks the "Agree" button below. This Agreement governs the User's downloading, installation, setup, and use of the Supplier Products (collectively referred to as the "**Intel PRO/DSL 2100 modem Windows ME Version 1.2 Driver**" or the "Software") that may be downloaded by User from this Qwest Web site.

2. TERMS.

- A. User represents and warrants that User is a current Qwest High-Speed Internet services Customer and is currently bound by a Intel® software license agreement for the use of **Intel PRO/DSL 2100 Modem Windows ME Version 1.2 Driver Software**. User acknowledges that User's use of the Software shall also be subject to a separate Intel® license agreement. If the terms of such license agreement(s) and this Agreement conflict, the terms of this Agreement shall prevail with respect to the relationship between Qwest and the User.
- B. Qwest shall charge no license fee for the Software.
- C. USER ACKNOWLEDGES THAT INSTALLATION OF THE SOFTWARE REQUIRES SUBSTANTIAL TECHNICAL UNDERSTANDING AND PROFICIENCY WITH ADSL MODEM SOFTWARE. USER ACKNOWLEDGES THAT IMPROPER INSTALLATION OR SETUP OF THE SOFTWARE MAY RENDER USER'S MODEM TEMPORARILY INOPERABLE AND REQUIRE TECHNICAL SERVICE TO REGAIN OPERABILITY. USER HEREBY ACCEPTS THE AFOREMENTIONED RISKS AND TAKES FULL RESPONSIBILITY FOR THEIR USE AND INSTALLATION OF THE SOFTWARE.
- D. NEITHER QWEST® NOR INTEL® SHALL BE LIABLE FOR ANY ERROR, MODEM PROBLEMS, OR SERVICE INTERRUPTION CAUSED BY OR RELATING TO THE DOWNLOAD, INSTALLATION, SETUP OR REMOVAL OF THE SOFTWARE.
- E. The specifications and information contained in the download, installation and setup instructions for the Software are subject to change without notice. All statements, information, and recommendations in the Software download, installation and setup instructions are provided without warranty of any kind, express or implied.
- F. THE SOFTWARE, DOCUMENTATION AND INSTRUCTIONS ARE PROVIDED AT NO CHARGE, AND, THEREFORE, ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS MERCHANTABILITY, FREE OF DEFECTS, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK

AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE, DOCUMENTATION AND INSTRUCTIONS IS BORNE BY USER. SHOULD THE SOFTWARE OR INSTRUCTIONS PROVE DEFECTIVE IN ANY RESPECT, USER, AND NOT INTEL® OR QWEST, ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

- G. IN NO EVENT SHALL QWEST, INTEL® OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE INSTALLATION INSTRUCTIONS OR SOFTWARE, EVEN IF QWEST, INTEL®, OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- H. User acknowledges that there are inherent dangers in the use of any software available for download over the Internet and understands the potential risks before downloading any Software from this Web site. User is solely responsible for adequate protection and backup of the data and equipment used in connection with any of the Software. Neither Qwest nor Intel® will be liable for any damages that User may suffer in connection with using, modifying or distributing any of the Software.
- I. User shall indemnify Qwest for any breach by User of any representation or warranty set forth herein.
- J. All claims between Qwest and User arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado, by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.
- K. This Agreement shall be governed and construed by the laws of the State of Colorado, without reference to its choice of law provisions.
- L. The Software is subject to United States export control laws and may be subject to export or import regulations in other countries. User is responsible for strict compliance with such laws and regulations. User represents and warrants that user is located in the United States and will not download, use, transport or send the Software outside of the United States or to any foreign entity.

BY SELECTING THE "ACCEPT" BUTTON BELOW OR INSTALLING OR USING THE SOFTWARE USER CONSENTS TO BE BOUND BY AND BECOMES A PARTY TO THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, USER MUST CLICK THE "CANCEL" BUTTON INDICATING NON-ACCEPTANCE, AND USER MUST NOT INSTALL OR USE THE SOFTWARE.