

**END-USER LICENSE AGREEMENT
(NON-EXCLUSIVE FOR OBJECT CODE ONLY)**

Date: _____, 20____

**COMPUTER SOFTWARE END-USER
LICENSE AGREEMENT
(NON-EXCLUSIVE, OBJECT CODE ONLY)**

between

(Licensor)

and

(Licensee)

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS, CONDITIONS, OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF LICENSOR RELATING TO THE SUBJECT MATTER HEREOF. YOUR LICENSE OF USE OF THE PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF LICENSOR HAS RECEIVED, AND YOU HAVE EXECUTED A COPY OF IT AS EXECUTED BY YOU.

1. **License.** In consideration of the payment of the license fees set forth herein, Licensor grants to Licensee a non-exclusive license to use the package of computer software in machine-readable form and related user documentation identified in Exhibit A, which together constitute the "Licensed Program," subject to the following terms and conditions.
2. **Scope of Rights.** You may:
 - a. Install the Licensed Program in your own facility at the location specified in Exhibit A;
 - b. Use the Licensed Program on the computer specified in Exhibit A for purposes of your internal needs of your business; and
 - c. Make one copy of the program in machine-readable form, for nonproduct use only, provided that Licensor's proprietary legend is included.

You may not use, copy, or modify the Licensed Program, or any portion thereof, or make a transcription, or merged portion thereof, except as expressly authorized by Licensor. The Licensed Program may not be transferred except to (1) a successor in interest of your entire business, who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to Licensor, who enters into a substitute version of this Agreement, and pays an administrative fee to Licensor to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Licensor. You may not install the Licensed Program in any other computer system or use it at any other location without Licensor's prior written permission obtained in advance (which will not be unreasonably withheld). If you use the Licensed Program or if you transfer possession of any copy, adaptative

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merged portion of the Licensed Program to any other party in any way. If you, the Licensee, or the Licensee's Licensors, your license is automatically terminated.

The license fee for your use of the Licensed Program is specified in Exhibit A. You shall pay this amount directly to Licensor upon execution of this Agreement and prior to the start of the Licensed Program.

You are solely responsible for payment of any taxes (including sales and use taxes and other intangible taxes) resulting from your acceptance of this license and your use of the Licensed Program. Licensor reserves the right to have you pay any such taxes directly to Licensor for remittance to the appropriate authority. You agree to hold Licensor harmless from claims and liability arising from your failure to report or pay such taxes.

Licensor shall support the Licensed Program in the manner specified in Exhibit A. Licensor offers support only for the most current version of the Licensed Program. Licensor reserves the right to change Licensor from time to time, so you must make sure to substitute or incorporate updates and fixes issued by Licensor pursuant to its warranty and support programs.

You are responsible for selecting an operator who is qualified to operate the Licensed Program on your own equipment and is familiar with the information, calculations, and data that serve as input and output of the Licensed Program. Licensor reserves the right to provide assistance or to charge additional fees if an operator seeks assistance with the Licensed Program, background information or any other matters not directly related to the operation of the Licensed Program.

The Licensed Program is designed for use with the accessories specified in Exhibit A. If you obtain such equipment as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for obtaining such equipment. You are also responsible for ensuring a proper environment for the computer system on which the Licensed Program operates, including but not limited to utilities for the computer system on which the Licensed Program operates and an uninterrupted power supply.

You are responsible for converting your own data files for use with the Licensed Program.

Licensor reserves the right to change its support and maintenance fees from time to time with notice (to apply on a prospective basis only).

All fees are payable at the beginning of each month or upon invoice.

- 3. Proprietary Protection of Licensed Program.** Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and all improvements and enhancements thereof (including ownership of all trade secrets and copyrights) and shall retain all rights subject only to the rights and privileges expressly granted by Licensor. This Agreement shall not provide you with title or ownership of the Licensed Program, but only a right to use the Licensed Program. You must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

The Licensed Program is a commercially valuable, proprietary product of Licensor, the creation and development of which reflect the effort of skilled development experts and the expenditure of considerable time and money. The Licensed Program is treated by Licensor as confidential and contains substantial trade secrets of Licensor, which Licensor has entrusted to you for your use only as expressly authorized. Licensor claims and reserves all rights and interests in the Licensed Program under federal copyright law in all software programs and user materials, including but not limited to the Licensed Program, and in all system documentation related thereto, as unpublished works of authorship.

You may not, at any time, disclose or disseminate the Licensed Program or its contents to any third party.

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does not need to obtain access thereto consistent with your rights. Under certain circumstances may you ‘unlock’ the code of the Licensed Program, which is a trade secret in the trade. Under no circumstances may you disclose or disseminate the code of the Licensed Program to any competitor of Licensor. You will devote your best efforts to ensure that you and all other persons afforded access to the Licensed Program shall protect it from disclosure, dissemination, or disclosure.

You hereby authorize Licensor to enter your premises in order to install the Licensed Program in any reasonable manner during regular business hours.

You acknowledge that, in the event of your breach of any of the provisions of this Agreement, Licensor will not have an adequate remedy in money or damages. Licensor is entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor’s right to obtain injunctive relief shall not be limited by the ability to seek further remedies.

Your obligations hereunder shall remain in effect for as long as you continue to use the Licensed Program or any trade secrets derived there from.

- Limited Warranty.** Licensor warrants, for your benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program set forth at Exhibit A. This warranty is expressly conditioned on your compliance with the operating, security, and data-control procedures set forth in the User’s Manual for the Licensed Program.

Licensor is not responsible for obsolescence of the Licensed Program or for changes in your requirements. The foregoing warranty shall apply only to the current version of the Licensed Product issued by Licensor from time to time. Licensor assumes no liability for the use of superseded, outdated, or uncorrected versions of the Licensed Product.

As your exclusive remedy for any material nonconformity or defect in the Licensed Program for which Licensor is responsible, Licensor shall attempt through reasonable efforts to cure such nonconformity or defect. However, Licensor shall not be obligated to provide any other remedy any nonconformity or defect in the Licensed Program if the Licensed Program changes whatsoever to the Licensed Program, if the Licensed Program is damaged in any respect, or if you have not reported to Licensor the existence of the nonconformity or defect promptly upon discovery thereof.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE ABSENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY FOR ANY PARTICULAR USE.

The cumulative liability of Licensor to you for all claims related to the Licensed Program under this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Licensor hereunder. This limitation shall be intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

In no event shall Licensor be liable for any loss of profits; any incidental or consequential damages; or any claims or demands brought against you, even if you have been advised of the possibility of such claims or demands. This limitation shall not be limited by any statute or rule of law.

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