END USER SOFTWARE LICENCE AGREEMENT

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1. **DEFINITIONS**

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

**"Licensor"** means [YOUR COMPANY NAME], with its main address located at [YOUR COMPLETE ADDRESS].

**"Software"** means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) [YOUR COMPANY NAME] or third-party computer information or software; (ii) digital images, stock photographs, clip art, sounds or other artistic works ("Stock Files"); (iii) related explanatory written materials or files ("Documentation"); and (iv) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licenced to you by [YOUR COMPANY NAME] (collectively, "Updates").

**"Use"** or **"Using"** means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

**“Licensee”** means You or Your Company, unless otherwise indicated.

**"Permitted Number"** means one (1) unless otherwise indicated under a valid licence (e.g. volume license) granted by [YOUR COMPANY NAME].

**"Computer"** means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1. **SOFTWARE LICENCE**

As long as you comply with the terms of this End User licence Agreement (the "Agreement"), [YOUR COMPANY NAME] grants to you a non-exclusive licence to Use the Software for the purposes described in the Documentation. Some third-party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials.

* 1. **General Use**

You may instal and Use a copy of the Software on your compatible computer, up to the Permitted Number of computers; or

* 1. **Server Use**

You may instal one copy of the Software on your computer file server for the purpose of downloading and installing the Software onto other computers within your internal network up to the Permitted Number or you may instal one copy of the Software on a computer file server within your internal network for the sole and exclusive purpose of using the Software through commands, data or instructions (e.g. scripts) from an unlimited number of computers on your internal network. No other network use is permitted, including but not limited to, using the Software either directly or through commands, data or instructions from or to a computer not part of your internal network, for internet or web hosting services or by any user not licenced to use this copy of the Software through a valid licence from [YOUR COMPANY NAME]; and

* 1. **Backup Copy**

You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer. You may not transfer the rights to a backup copy unless you transfer all rights in the Software as provided under Section 6.

* 1. **Home Use**

You, as the primary user of the computer on which the Software is installed, may also instal the Software on one of your home computers. However, the Software may not be used on your home computer at the same time the Software on the primary computer is being used.

* 1. **Stock Files**

Unless stated otherwise in the "Read-Me" files associated with the Stock Files, which may include specific rights and restrictions with respect to such materials, you may display, modify, reproduce and distribute any of the Stock Files included with the Software. However, you may not distribute the Stock Files on a stand-alone basis, *i.e.*, in circumstances in which the Stock Files constitute the primary value of the product being distributed. Stock Files may not be used in the production of libellous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third-party intellectual property rights or in any otherwise illegal manner. You may not claim any trademark rights in the Stock Files or derivative works thereof.

* 1. **Limitations**

To the extent that the Software includes [YOUR COMPANY NAME] [SOFTWARE] software, 2.6.1 you may customise the installer for such software in accordance with the restrictions found at [WEBSITE] (e.g., installation of additional plug-in and help files); however, you may not otherwise alter or modify the installer programme or create a new installer for any of such software,

2.6.2 such software is licenced and distributed by [YOUR COMPANY NAME], and

2.6.3 you are not authorised to use any plug-in or enhancement that permits you to save modifications to a [FORMAT] file with such software; however, such use is authorised with [YOUR COMPANY NAME], [YOUR COMPANY NAME] [SOFTWARE], and other current and future [YOUR COMPANY NAME] products. For information on how to distribute [SOFTWARE] please refer to the sections entitled "How to Distribute [SOFTWARE]" at [WEBSITE].

1. **INTELLECTUAL PROPERTY RIGHTS**

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Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Software with another software program, and you have first requested [YOUR COMPANY NAME] to provide the information necessary to achieve such operability and [YOUR COMPANY NAME] has not made such information available.

[YOUR COMPANY NAME] has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by [YOUR COMPANY NAME] or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Requests for information should be directed to the [YOUR COMPANY NAME] Customer Support Department. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software.

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1. **NO WARRANTY**

The Software is being delivered to you "AS IS" and [YOUR COMPANY NAME] makes no warranty as to its use or performance. [YOUR COMPANY NAME] AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, [YOUR COMPANY NAME] AND ITS SUPPLIERS MAKE NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

1. **PRE-RELEASE PRODUCT ADDITIONAL TERMS**

If the product you have received with this licence is pre-commercial release or beta Software ("Pre-release Software"), then the following Section applies. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supercede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict. You acknowledge that the Software is a pre-release version, does not represent final product from [YOUR COMPANY NAME], and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is provided to you "AS-IS", and [YOUR COMPANY NAME] disclaims any warranty or liability obligations to you of any kind. WHERE LEGALLY LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT IT MAY BE LIMITED, [YOUR COMPANY NAME]'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (U.S. $50) IN TOTAL. You acknowledge that [YOUR COMPANY NAME] has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that [YOUR COMPANY NAME] has no express or implied obligation to you to announce or introduce the Pre-release Software and that [YOUR COMPANY NAME] may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. During the term of this Agreement, if requested by [YOUR COMPANY NAME] , you will provide feedback to [YOUR COMPANY NAME] regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, such as the [YOUR COMPANY NAME] Serial Agreement for Unreleased Products, your use of the Software is also governed by such agreement. You agree that you may not and certify that you will not sublicense, lease, loan, rent, or transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by [YOUR COMPANY NAME] of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from [YOUR COMPANY NAME] and to abide by the terms of the End User licence Agreement for any such later versions of the Pre-release Software. Notwithstanding anything in this Section to the contrary, if you are located outside the United States of America or Canada, you agree that you will return or destroy all unreleased versions of the Pre-release Software within thirty (30) days of the completion of your testing of the Software when such date is earlier than the date for [YOUR COMPANY NAME]'s first commercial shipment of the publicly released (commercial) Software.

1. **LIMITATION OF LIABILITY**

IN NO EVENT WILL [YOUR COMPANY NAME] OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN [YOUR COMPANY NAME] REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. [YOUR COMPANY NAME]'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits [YOUR COMPANY NAME]'s liability to you in the event of death or personal injury resulting from [YOUR COMPANY NAME]'s negligence or for the tort of deceit (fraud). [YOUR COMPANY NAME] is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact [YOUR COMPANY NAME]'s Customer Support Department.

1. **EXPORT RULES (OPTIONAL – FOR AMERICAN COMPANIES)**

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

1. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the [State/Province] of [STATE/PROVINCE].

1. **GENERAL PROVISIONS**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorised officer of [YOUR COMPANY NAME]. Updates may be licenced to you by [YOUR COMPANY NAME] with additional or different terms. This is the entire agreement between [YOUR COMPANY NAME] and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

1. **NOTICE TO U.S. GOVERNMENT END USERS**

The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licenced to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. For U.S. Government End Users, [YOUR COMPANY NAME] agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

1. **COMPLIANCE WITH LICENSES**

If you are a business or organization, you agree that upon request from [YOUR COMPANY NAME] or [YOUR COMPANY NAME] 's authorised representative, you will within thirty (30) days fully document and certify that use of any and all [YOUR COMPANY NAME] Software at the time of the request is in conformity with your valid licences from [YOUR COMPANY NAME].

If you have any questions regarding this Agreement or if you wish to request any information from [YOUR COMPANY NAME] please use the address and contact information included with this product to contact the [YOUR COMPANY NAME] office serving your jurisdiction.

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