

## **GoTreo Software, Inc. Product License Agreement**

This document must accompany any and all copies of this software!

### **END-USER LICENSE AGREEMENT**

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you ("Licensee", either an individual or a single entity) and GoTreo Software, Inc. ("Licensor") for the software accompanying this EULA, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (the "Product"). The SOFTWARE referenced by this EULA is all software sold by and distributed by GoTreo Software, Inc.

By exercising your rights to make and use copies of the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use the SOFTWARE.

#### **LICENSE**

##### **1. LICENSE TO USE.**

Licensor grants Licensee a non-exclusive, non-transferable license (the "License") for the use of Licensor's software in machine-readable form, registration code, and accompanying documentation (the "Product") on Licensee's machine for which Licensee pay the license fee. The software shall not be used by more than one person per license purchased. The term of this license shall be one (1) year from the purchase date.

##### **2. RESTRICTIONS**

Product is copyrighted and contains proprietary information and trade secrets belonging to Licensor and/or its licensors. Title to Product and all copies thereof is retained by Licensor and/or its licensors. Licensee will not use Product for any purpose other than for Licensee's own purposes or make copies of the software, other than a single copy of the software in machine-readable format for back-up or archival purposes. Licensee may make copies of the associated documentation for Licensee's use only. Licensee shall ensure that all proprietary rights notices on Product are reproduced and applied to any copies. Licensee may not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer Product, or create derivative works based upon all or part of Product.

Licensee may not transfer, lease, assign, make available for timesharing or sublicense Product, in whole or in part. No right, title or interest to any trademarks, service marks or trade names of Licensor or its licensors is granted by this Agreement.

##### **3. LIMITED WARRANTY**

Licensor warrants, for a period of fifteen (15) days from the purchase date, that Product will perform in substantial compliance with the written materials accompanying Product on that hardware and operating system software for which it was designed, as stated in the documentation. Use of Product with hardware and/or operating system software other than that for which it was designed voids this warranty. All other refund requests for Product will not be extended if Product offers a free trial period. Licensor warrants that Product, as delivered to Licensee, does not infringe any existing U.S. patent, copyright, trademark, or trade secret. If Licensee promptly notify Licensor of any such claim, Licensor will indemnify Licensee and hold Licensee harmless against such claim, and will control any defense or settlement, unless Licensee have modified Product, combined Product with any software that led to the claim or failed to promptly install any version of Product provided to Licensee that is non-infringing. If commercially reasonable, Licensor will either obtain the right for Licensee to use Product or will modify Product to make it non-infringing, and failing these options, will refund Licensee's License fee less accumulated depreciation calculated on a straight line method over a useful life of five (5) years. Provided the computers and operating systems on which Licensee has installed Product are Year 2000 compliant, Licensor warrants that Product will recognize the year 2000 as valid. In the event Product does not function according to published specifications because of the failure to recognize the year 2000 as valid, Licensor will provide the necessary resources to remedy year 2000 problems in Licensor's Product which prevent Product from functioning in accordance with its published specifications. The remedies above are Licensee's exclusive remedies for Licensor's breach of any warranty contained herein.

#### 4. LIMITATION OF REMEDIES

THE FOREGOING WARRANTIES ARE IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT. SOME STATES DO NOT ALLOW SUCH DISCLAIMING OF WARRANTIES, SO SOME OR ALL OF THE DISCLAIMER ABOVE MAY NOT APPLY TO LICENSEE. IN NO EVENT WILL LICENSOR OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE TO LICENSEE FOR ANY CLAIMS OR DAMAGES IN EXCESS OF AMOUNTS PAID BY LICENSEE TO LICENSOR OR ITS REPRESENTATIVES UNDER THIS LICENSE. LICENSOR SHALL NOT BE LIABLE FOR ANY LOST DATA, LOST PROFITS, LOST SAVINGS, DEVICE FAILURE, HEARING DAMAGE OR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF LICENSOR OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR AND ITS AUTHORIZED REPRESENTATIVES WILL NOT BE LIABLE FOR ANY SUCH CLAIM BY ANY OTHER PARTY.

#### 5. CONFIDENTIALITY

Licensee agree that Product is confidential property of the Licensor ("Proprietary Information"). Licensee will not use or disclose any Proprietary Information except to the extent Licensee can document that any such Proprietary Information is in the public domain and generally available for use and disclosure by the general public without any charge or license. Use by persons to which Licensee have contracted any of Licensee's data processing services is permitted only if each contractor (and its associated employees) is subject to a valid written agreement prohibiting the reproduction or disclosure to third parties of software products and associated documentation to which they have access and such prohibitions apply to the Product. Licensee recognize and agree that there is no adequate remedy at law for a breach of this Section, that such a breach would irreparably harm the Licensor and that the Licensor is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach, in addition to any other remedies available at law.

## 6. EXPORT REGULATION

Licensee agree to comply strictly with all US export control laws, including the US Export Administration Act and its associated regulations and acknowledge Licensee's responsibility to, if necessary, obtain licenses to export, re-export or import Product. Product is prohibited for export or re-export to Cuba, North Korea, Iran, Iraq, Libya, Syria and Sudan or to any person or entity on the U.S. Department of Commerce Denied Persons List or on the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists.

## 7. US GOVERNMENT RESTRICTED RIGHTS

If Licensee are licensing Product or its accompanying documentation on behalf of the US Government, it is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense, contains confidential information and trade secrets of Licensor and its licensors, and is subject to "Restricted Rights" as that term is defined in the Federal Acquisition Regulations ("FARs"). Contractor/Manufacturer is: GoTreo Software, Inc..

## 8. UPGRADES AND SUPPORT

Licensor shall provide upgrades for the major version purchased at no charge when and if available. Licensor shall also provide e-mail support to Licensee.

## 9. MISCELLANEOUS

This Agreement is made under the laws of the State of Illinois, USA, excluding the choice of law and conflict of law provisions. This Agreement is the entire Agreement between Licensee and Licensor relating to Product and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during

the term of this Agreement. If any provision of this Agreement is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this Agreement, and this License shall be enforced to the full extent allowable under applicable law. No modification to this License is binding, unless in writing and signed by a duly authorized representative of each party. The License granted hereunder shall terminate upon expiration of the term or Licensee's breach of any term herein and Licensee shall cease use of and destroy all copies of Product. Duties of confidentiality, indemnification and the limitation of liability shall survive termination or expiration of this Agreement. Any future purchases of Product shall also be subject to this Agreement. All shipments are FOB GoTreo Software, Inc. All of Licensor's licensors and subsidiaries are direct and intended third-party beneficiaries of this Agreement and may enforce it against Licensee.

## 10. TRADEMARKS

All GoTreo Software product names are trademarks of GoTreo Software, Inc. All other marks are property of their respective owners.

## 11. CONTACT

Should you have any questions concerning this EULA, or if you desire to contact Licensor for any reason, please write or e-mail GoTreo Software, Inc. at

[support@GoTreoSoftware.com](mailto:support@GoTreoSoftware.com).