

# **SlidePro**

## **SOFTWARE LICENSE AGREEMENT**

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is a legal agreement between you (the "Licensee" or "you") and Detangle IT, Inc., a New York corporation (the "Vendor").

### **1. GRANT AND SCOPE OF LICENSE**

- 1.1 In consideration of payment by Licensee of the agreed license cost (the "License Fee") as set forth in the quote provided to you and by you agreeing to abide by the terms of this Agreement the Vendor grants to the Licensee a royalty-free, non-exclusive, non-transferable license (the "License") without power to sublicense, to use SlidePro (the "Software") solely for Licensee's own internal business purposes.
- 1.2 The Software includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
- 1.3 Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include, but are not limited to, the functionality, operation, integration, design, and look and feel of the Software. This Agreement constitutes a license for use only and does not in any way transfer any ownership, right, or title to the Software.
- 1.4 The Software may be installed onto no more than one computer. A single copy may be made for backup purposes only. Beyond this, the Software may not be copied, distributed, resold or otherwise duplicated for any purpose.
- 1.5 The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
- 1.6 The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
- 1.7 Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

### **2. ANNUAL MAINTENANCE FEE**

- 2.1 An Annual Maintenance Fee will be charged at the initial term of this agreement and at each successive one year period as set forth in the SlidePro Software Maintenance Agreement supplied to you and available for reference on Vendor's web site; [www.detangleit.com](http://www.detangleit.com).

### **3. LIMITATION OF LIABILITY**

- 3.1 The Software is provided by the Vendor and accepted by the Licensee "as is". NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF THE VENDOR UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE PAID BY LICENSEE TO THE VENDOR WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE VENDOR BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER THE VENDOR (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.
- 3.2 The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
- 3.3 The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
- 3.4 The Licensee acknowledges that the Software has not been developed to meet Licensee's individual requirements, and that it is therefore Licensee's responsibility to ensure that the facilities and functions of the Software meet Licensee's requirements.
- 3.5 The Licensee acknowledges that the Licensee is solely responsible for the Software installation and configuration AND for confirming the accuracy of any content uploaded into the Software AND that the Licensee is solely responsible for confirming the accuracy of any calculation, data, print out, product or thing produced by the Software.
- 3.6 The Vendor may remedy any non-conforming Software by providing a refund of the purchase price or, at the Vendor's option, repair or replace any or all of the Software.

### **4. INDEMNIFICATION**

- 4.1 Licensee shall indemnify and hold Vendor, its respective employees, officers, directors, shareholders and agents (collectively, the "Indemnitee") harmless against any and all losses, costs (including court costs and attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by the Indemnitee arising out of or resulting from Licensee's use of the Software or any material breach by Licensee of the terms and conditions of this Agreement.

### **5. WARRANTIES AND REPRESENTATIONS**

- 5.1 The Vendor warrants and represents that it is the copyright holder of the Software. The Software includes components owned by one or more third parties and licensed to Vendor and for which the Vendor has obtained the rights to reuse and redistribute. Such third parties retain ownership of and title to such components. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

### **6. ACCEPTANCE**

- 6.1 All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on either
  - a) The date of purchase as indicated on the purchase order issued by Licensee or;
  - b) Installation of the Software by Licensee or;
  - c) Use of the Software by Licensee

### **7. TERMINATION**

- 7.1 This Agreement will automatically be terminated and the License forfeited upon the Licensee's failure to comply with any of the terms or conditions set forth in this Agreement. Upon termination of this Agreement, the Licensee will promptly destroy the Software or return the Software to the Vendor.

### **8. FORCE MAJEURE**

- 8.1 The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

**9. WAIVER**

- 9.1 If the Vendor fails, at any time during the term of this Agreement, to insist upon strict performance of any of Licensee’s obligations under this Agreement, or if Vendor fails to exercise any of the rights or remedies to which Vendor is entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve Licensee from compliance with such obligations.
- 9.2 A waiver by Vendor of any default shall not constitute a waiver of any subsequent default.
- 9.3 No waiver by Vendor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to Licensee in writing.

**10. GOVERNING LAW**

- 10.1 The Parties to this Agreement agree that venue in the event of any lawsuit shall be in the State of New York. This Agreement will be enforced according to the laws of the State of New York.

**11. SEVERABILITY**

- 11.1 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties’ intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

**12. MISCELLANEOUS**

- 12.1 This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
- 12.2 This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
- 12.3 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.
- 12.4 This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations made by any party (either oral or written) inconsistent with the terms of this Agreement are void.
- 12.5 This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

**13. NOTICES**

- 13.1 All notices to the Vendor under this Agreement are to be provided at the following address:  
Legal Department  
Detangle IT  
PO Box 121  
Oceanside, NY 11572

Acceptance

_____	_____			
Signature	Date			
_____	_____			
Signed by (Print Name)	Title			
_____	_____			
For (Company Name)	Company Address	City	State	Zip