

# SHRINKWRAP SOFTWARE LICENSE AGREEMENT

**If you do not agree to the terms of this agreement, discontinue use of the associated software product immediately and contact [sales@cleanscape.net](mailto:sales@cleanscape.net) within 30 days of purchase to arrange for return.**

This agreement ("Agreement") is made effective as of the purchase date, by and between Cleanscape Software International, a Tennessee corporation (hereinafter referred to as "LICENSOR") and the purchasing organization or its assignee (hereinafter referred to as "LICENSEE").

## 1. DEFINITIONS.

(a) "Licensed Program(s)" means the executable software program(s) purchased from LICENSOR and any updated, improved or otherwise modified version(s) thereof furnished by LICENSOR solely for LICENSEE'S internal purposes only.

(b) "Designated Equipment" means (i) a computer or workstation of the host type (e.g., Windows, Linux) for which the Licensed Program was purchased, identified by manufacturer, model, serial number, host ID number, or (ii) a secure, internal network within LICENSEE'S domain and control, which has the configuration, capacity, operating software version level and pre-requisite or co-requisite applications prescribed in the Licensed Program documentation as necessary or desirable for the Licensed Program's operation.

(c) "Documentation" means any information, written or otherwise, provided to LICENSEE by LICENSOR describing a Licensed Program, its operation and matters related to its use and any updated, improved or modified version(s) of such materials, in published written material, on magnetic media or communicated by electronic means.

(d) "Designated Site" means specific address of the LICENSEE'S facility where the Designated Equipment upon which a Licensed Program is first installed, put into use and is physically located.

2. GRANT. LICENSOR hereby grants, and LICENSEE hereby accepts, subject to this Agreement, a non-transferable, non-exclusive, fully paid, perpetual license to internally use LICENSOR'S authored software in accordance with the terms and conditions hereof. LICENSEE'S use of Licensed Program is restricted to the Designated Equipment at the Designated Site. The Licensed Program may be moved from the Designated Site or the Designated Equipment only if the Designated Equipment malfunctions, and only with LICENSOR'S prior written consent.
3. LICENSE FEE. In consideration of the license granted hereunder, LICENSEE has committed to pay the one-time license fee established at time of purchase. LICENSOR'S standard billing terms are full (net) payment within thirty (30) days of receipt of Licensed Program by LICENSEE. Delinquent invoices are subject to 1.5% per month interest starting ten days from invoice due date.
4. OWNERSHIP. Licensed Program and Documentation are licensed, not sold, to LICENSEE for use only under the terms of this Agreement, and LICENSOR reserves all rights not expressly granted to LICENSEE in this Agreement. LICENSEE owns the media, if any, on which Licensed Program and Documentation are recorded but LICENSOR retains title to Licensed Program and Documentation, and all intellectual property rights therein.
5. PROTECTION OF LICENSED PROGRAM. Licensed Program contains copyrighted material, trade secrets, and other proprietary materials of LICENSOR. LICENSEE shall safeguard Licensed Program and provide the same degree of care as exercised towards its own proprietary information. LICENSEE shall disclose the Licensed Program only within LICENSEE'S own company as reasonably necessary. LICENSEE agrees that in order to protect LICENSOR'S proprietary materials, LICENSEE will not decompile, reverse engineer, disassemble or otherwise reduce all or any part of Licensed Program. LICENSEE shall not receive, use or have access to the source code relating to Licensed Program. LICENSEE may make one archival copy of Licensed Program. LICENSEE agrees not to remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Licensed Program or any copies thereof. If Licensed Program is labeled as an academic version or is otherwise licensed to LICENSEE for academic use, LICENSEE may not use Licensed Program for commercial product development. LICENSEE may not

modify, rent, lease, loan, distribute or create derivative works based upon Licensed Program in whole or in part, except as expressly permitted in Section 6.

6. **LICENSED PROGRAM MODIFICATION AND REDISTRIBUTION.** A separate addendum to this Agreement, listing the specific portions of Licensed Program which LICENSEE may distribute according to the terms of this Agreement (“Distributable Code”), will be required if such redistribution is desired. LICENSEE may modify and distribute Distributable Code only according to the following terms: LICENSEE may distribute Distributable Code only in executable object code form and only as incorporated into application programs LICENSEE creates using the Licensed Program and which have substantial value in addition to the Distributable Code. LICENSEE may distribute Distributable Code incorporated in such applications to end users directly or indirectly through dealers, distributors, VARs, OEMs and other relicensors, but all distribution, whether to end users or relicensors, must be made pursuant to a valid written agreement that is at least as protective of LICENSOR’S rights, if any, as this Agreement. In no event shall LICENSEE expand or attempt to expand LICENSOR’S warranty or other obligations for any portion of Licensed Program beyond those obligations set forth in this Agreement nor extend those obligations to end users or relicensors of LICENSEE’S applications.
7. **TERMINATION.** This Agreement (including the license referenced herein) is effective until terminated. LICENSEE may terminate this Agreement at any time by destroying all copies of Licensed Program and Documentation in LICENSEE’S possession or control. This Agreement will terminate immediately without notice from LICENSOR if LICENSEE fails to comply with any provision of this Agreement. Upon termination LICENSEE must destroy all copies of Licensed Program and Documentation in LICENSEE’S possession or control.
8. **EXPORT LAW ASSURANCES.** LICENSEE agrees and certifies that neither Licensed Program nor any other technical data received from LICENSOR, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If Licensed Program has been rightfully obtained by LICENSEE outside of the United States, LICENSEE agrees that LICENSEE will not re-export Licensed Program nor any other technical data received from LICENSOR, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which LICENSEE obtained Licensed Program.
9. **GOVERNMENT END USERS.** If LICENSEE is acquiring Licensed Program on behalf of any unit or agency of the United States Government, certain provisions of Federal law may apply, and accordingly use, duplication or disclosure of Licensed Program by the U.S. Government may be subject to additional restrictions beyond those contained in this Agreement, as applicable under such or related laws.
10. **LIMITED WARRANTY.** LICENSOR warrants that the program will perform substantially as described in the associated user’s manual for a period of thirty (30) days from date of delivery. Warranty features may be extended with a Software Support Service Agreement; see section 13. LICENSOR warrants that the media, if any, on which Licensed Program is recorded to be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of purchase. LICENSOR’S entire liability and LICENSEE’S exclusive remedy will be replacement of the media not meeting LICENSOR’S limited warranty returned to LICENSOR with a copy of the receipt. LICENSOR will have no responsibility to replace any media damaged by accident, abuse or misapplication. **ANY IMPLIED WARRANTIES ON THE MEDIA OR ON MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION.**
11. **WARRANTY DISCLAIMER.** LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF LICENSED PROGRAM AND DOCUMENTATION IS AT LICENSEE’S SOLE RISK. SHOULD LICENSED PROGRAM OR DOCUMENTATION PROVE DEFECTIVE OUTSIDE THE WARRANTY PERIOD, LICENSEE (AND NOT LICENSOR) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, EXCEPT AS PROVIDED IN ANY SOFTWARE SUPPORT SERVICE AGREEMENT EXECUTED BY THE PARTIES. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO LICENSED PROGRAM

AND DOCUMENTATION, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO WARRANTY OR REPRESENTATION THAT THE FUNCTIONS CONTAINED IN LICENSED PROGRAM WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS WILL BE CORRECTED, NOR WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF LICENSED PROGRAM AND DOCUMENTATION. LICENSOR DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND LICENSEE EXPRESSLY ASSUMES ALL LIABILITIES AND RISKS, FOR ANYONE'S USE OR OPERATION OF ANY APPLICATION PROGRAMS LICENSEE MAY CREATE WITH LICENSED PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ANY OF ITS EMPLOYEES, REPRESENTATIVES, OR RESELLERS SHALL CREATE ANY WARRANTY IN ADDITION TO THOSE GIVEN HEREIN.

12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE LICENSED PROGRAM OR DOCUMENTATION UNDER ANY THEORY, INCLUDING CONTRACT, TORT, OR NEGLIGENCE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY LICENSEE FOR THE SPECIFIC LICENSE OF LICENSED PROGRAM AND DOCUMENTATION TO WHICH THE LIABILITY IS RELATED.
13. **MAINTENANCE.** At LICENSEE'S option, and pursuant to an executed Software Support Service Agreement, LICENSOR will provide fee-based maintenance service for the Licensed Program after expiration of its warranty period. Full description of the available maintenance service is described in the Software Support Service Agreement.
14. **ASSIGNMENT.** Neither party may assign this Agreement in whole or in part without the prior written approval of the other party hereto. Such approval will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign its right, title and interest in this Agreement to any company with which it may merge or consolidate or which acquires substantially all business to which this Agreement pertains.
15. **GOVERNING LAW.** This Agreement will be governed in accordance with the laws of the State of Tennessee. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
16. **MODIFICATION.** This Agreement constitutes the entire Agreement between the LICENSOR and LICENSEE concerning the subject matter hereof and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any terms and conditions of any purchase order or other instrument issued by LICENSEE in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. No modification of the Agreement will be effective unless it is made in writing and is signed by authorized representatives of the LICENSOR and LICENSEE.
17. **NOTICES.** Notices to LICENSEE shall be sent to the address specified beneath Customer's signature below and to LICENSOR at the address above indicated or such new address as a party specifies to the other in writing.

**Cleanscape Software International**  
**172 College Street, STE A**  
**Spencer, TN 38585 USA**  
**+931-946-1015 • +931-933-7658 (fax)**