



## **CORE TECHNOLOGIES CONSULTING, LLC**

### **SOFTWARE UNLIMITED ENTERPRISE LICENSE AGREEMENT**

**IMPORTANT-READ CAREFULLY:** This license agreement is a legal agreement between you and Core Technologies Consulting, LLC, which includes computer software and associated media and printed materials, and may include “online” or electronic documentation (“Software”). **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU INSTALL, COPY, DOWNLOAD OR USE THIS SOFTWARE ACCOMPANYING THIS PACKAGE.**

By installing, copying or using the Software, you agree to be bound by the terms of this license agreement. If you do not agree with the terms of this license agreement, promptly return the unused Software to the place from which you obtained it for a full refund.

The copyrights laws and international copyright treaties, as well as other intellectual property laws and treaties, protect this Software.

#### **1. License Grant**

Subject to mutual acceptance of these terms, Core Technologies Consulting, LLC (hereafter “CTC”), grants to Licensee a nonexclusive, transferable license to use an unlimited number concurrent installations of the Software listed in the accompanying Order Form (hereafter “OF”) including license files and documentation provided with such software (hereafter “Software”), on a single system configuration or product unit where the software is installed on collocated computers (hereinafter “Enterprise”). For this particular License, the Enterprise is identified and defined in the OF provided by CTC. Licensee may make additional copies of Software, provided the copied Software is marked with all copyright notices as found in the delivered copy and provided that the Licensee's copying is limited to within the Enterprise. Licensee may not, under any circumstances, distribute or resell the Software as a stand-alone product, distribute the Software outside of the Enterprise, or use the Software to construct any product to directly compete with the Software.

#### **2. Ownership**

CTC and / or its licensors retain ownership of the Software including all patents, copyrights, and other intellectual property rights.



- 2.1** Licensee may transfer its rights under this license as long as the receiving party agrees to be bound by the terms of this agreement, and the original Licensee no longer uses the Software (including all component parts, the media, and printed materials and this license agreement). The receiving party's right to use the software shall be limited to the Enterprise.
- 2.2** Licensee agrees not to, in whole or in part, reverse engineer, decompile, disassemble, modify, rent, lease, or create derivative works of the Software for any purpose or in any manner.
- 2.3** Licensee agrees that (1) no license, right or interest in any trademark, trade name, or service mark of CTC, its licensors or any third party is granted under this Agreement; (2) Licensee is not permitted and shall not remove or destroy any of the Software's proprietary, trademark or copyright legends or markings and (3) all existing and future copyright, patent, trademark, or other intellectual property rights arising out of or related to the Software shall remain the sole property of CTC and / or its licensors.

### **3. Scope Of Use**

This software may only exist on computers at the Enterprise. A backup copy may be made. With reference to copies Licensee makes of the Software within the Enterprise, Licensee agrees to reproduce all copyright notices, and other restrictive legends, appearing thereon and to include the same on all copies it makes in whole or in part. Such copyright notices may appear in any of several forms, including machine-readable form and Licensee agrees to reproduce such notice in each form in which it appears, to the extent it is physically possible to do so.

### **4. Term and Termination**

Licensee shall use the Software from the date received only for the purposes stated in paragraph 1 during a ninety-nine (99) year time period, unless terminated as provided herein.

- 4.1** CTC may terminate this Agreement immediately should Licensee materially breach any of the provisions of this Agreement or take any action in derogation of CTC's rights to the Software licensed hereunder. In addition, CTC may terminate this Agreement immediately should the Software, or any portion thereof, become, or in CTC's opinion be likely to become, the subject of a claim of infringement of a patent, trade secret, copyright, mask work right, or other proprietary right.



- 4.2** Upon expiration or termination of this Agreement, Licensee shall immediately discontinue all use of the Software and, unless otherwise instructed by CTC, within thirty (30) days after such expiration or termination, Licensee shall destroy all such Software and certify to CTC in a writing signed by an authorized representative of Licensee that all such Software has been destroyed.
- 4.3** The rights and obligations under this Agreement, which by their nature should survive termination, will remain in effect after expiration or termination hereof.

## **5. Maintenance and Services**

- 5.1** Maintenance Services are provided on an annual basis for certain CTC Software. The initial order for Maintenance Services shall be stated in the applicable OF. After the first year of Maintenance Services and for the remainder of the Term, You shall automatically receive Maintenance Services for successive one (1) year periods at the rates for such Maintenance Services as set forth on the OF. CTC shall provide Licensee with notice of such renewal, via invoice, at least thirty (30) days prior to such renewal date, and You may elect to discontinue Maintenance Services by written notification delivered to CTC prior to such renewal date.
- 5.2** Licensee agrees to provide first line support for the Product and Software Program to users of the software within the Enterprise. Support will include (i) an appropriate number of trained personnel available to provide, in a competent manner, first line support of the Software to users within the Enterprise, and (ii) providing reproducible test case details (wherever possible) and any relevant information to CTC for any support cases that have been opened by you.

## **6. Limited Warranty**

- 6.1** CTC warrants that under normal use, the Software shall perform the functions specified in its documentation. If the Software does not conform to its documentation such that its functional performance is significantly affected and Core Technologies Consulting, LLC is notified in writing within ninety (90) days from the date of purchase along with a copy of the receipt of purchase, CTC shall have the option of refunding the purchase price or replacing the Software as Licensee's exclusive remedy.



- 6.2** Any claims made by Licensee for the breach of a warranty set forth in this section 6, shall be made in writing and delivered in writing to CTC, and Licensee shall provide CTC a reproducible test case, if applicable, demonstrating the breach of warranty.

## **7. Liability**

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL CTC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, (INCLUDING LOSS OF ECONOMIC ADVANTAGE, BUSINESS, PROFITS, DATA OR INACCURACY OF DATA), IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR FROM USE OF SOFTWARE, WHETHER OR NOT CTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY (WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT TORT LIABILITY, OR BASED ON A WARRANTY) UNDER WHICH THE LIABILITY MAY BE ASSERTED.

## **8. Government Rights In Commercial Software**

If acquired under FAR policy (52.227-19), the U.S. Government shall obtain Restricted Rights in this SOFTWARE. If acquired under DFARS policy (227.7202), the U.S. Government is granted only the commercial rights given above in this License.

## **9. Export Compliance**

Licensee agrees that it will not in any form export, re-export, ship, or divert or cause to be diverted, directly or indirectly, the Software to any country for which the United States Government, any agency thereof, or any other sovereign Government, at the time of export or re-export, requires an export license or other governmental approval without first obtaining such license or approval.

## **10. Applicable Law**

The laws of the State of California, excluding its conflicts of law principles, shall govern this Agreement. The federal and state courts within Alameda County,



California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts. If any legal action is undertaken to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

### **11. Severability**

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

### **12. Entire Agreement**

By using the Software, Licensee acknowledges that this agreement has been read and understood and agrees to be bound by its terms and conditions. Licensee further agrees that this Agreement sets forth the sole and entire understanding with respect to this Software Unlimited Enterprise License, and merges and supersedes all prior oral and written agreements, discussions, and understandings, express or implied, concerning all matters related thereto. This Agreement may not be modified, amended or cancelled, in whole or in part, except by written agreement signed by both parties