

[COMPANY NAME]
END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (this “**Agreement**”) is entered into by and between [NAME OF LICENSOR], a [____] corporation (“**Licensor**”), and the individual or entity identified on the signature page of this Agreement (the “**End User**”), dated as of [____], 20[_] (the “**Effective Date**”).

WHEREAS, Licensor has developed, owns, manufactures or has acquired rights to certain Software and Documentation (defined below);

[WHEREAS, Licensor and [NAME OF LICENSEE] (the “**Licensee**”) have entered into a certain agreement for the distribution of the Software to End Users;]

WHEREAS, End-User has evaluated the Software and desires to [license][sublicense] the Software in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

1.1 “**Access**” means the ability to retrieve data from, store data in or otherwise made use of (directly or indirectly) through electronic means or otherwise the Software.

1.2 “**Associate**” means an employee of the Licensor or Licensee or an independent contractor retained by the Licensor or Licensee.

1.3 “**Authorized Person**” means employees, independent contractors, officers, directors of the End User, and other individual who are authorized in writing by the [Licensor/Licensee] with a need to know Confidential Information who agree to maintain the confidentiality of such Confidential Information and who agree to abide by all terms, conditions and restrictions contained in this Agreement concerning such Confidential Information.

1.4 “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the Receiving Party; provided that the following shall be deemed to be Confidential Information even if not so marked or identified: the terms and conditions of this Agreement (including pricing and other terms reflected in all schedules hereto), intellectual property rights, the Disclosing Party’s business and marketing plans, technology and technical information, product designs, and business processes, any

information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. “**Confidential Information**” does not include any item of information which (a) is or becomes available in the public domain without the fault of the Receiving Party; (b) is disclosed or made available to the Receiving Party by a third party without restriction and without breach of any relationship of confidentiality; (c) is independently developed by the Receiving Party without access to the disclosing party’s Confidential Information; or (d) is known to the recipient at the time of disclosure.

1.5 “**Documentation**” means all manuals, user documentation, and related materials pertaining to the Software which are furnished to End User by [Licensee/Licensor] in connection with the Software.

1.6 “**End User Facility**” means the facility of the End User located at the address provided in Section 12.4 (Notices) of this Agreement.

1.7 “**License Fee**” means those fees and other charges provided in Schedule A of this Agreement.

1.8 “**License Term**” means the period of time between the Effective Date and the termination of this Agreement as provided in Section 5 (Term and Termination).

1.9 “**Software**” means [DESCRIBE].

1.10 “**Unauthorized Access**” means any access to the Software that is not in accordance with the terms and conditions of this Agreement.

1.11 “**Unauthorized Users**” means any individual or entity who accesses the Software in violation of the terms and conditions of this Agreement.

2. Grant of [Sub]License][License].

2.1 [Sub]License Grant. Subject to the terms and conditions of this Agreement, [Licensee/Licensor] hereby grants, and End User hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, nontransferable license, beginning on the Effective Date, to use the Software and Documentation at the End User Facility for the License Term.

2.2 Delivery and Acceptance. [Licensee/Licensor] shall deliver the Software and Documentation to the End User Facility (the “**Delivery Date**”). [[Licensor/Licensee] shall deliver the foregoing in the form of electronic files only.] Upon the completion of installation of the Software and full demonstration of the Software to the End User, the Software shall be deemed to be accepted by the End User. As of the Delivery Date, the End User shall assume risk of loss of the Software.

2.3 Authorized Use. Following the Delivery Date, End User shall make every attempt to prevent Unauthorized Access to the Software and Unauthorized Users from accessing the Software.

3. Training; Support.

3.1 Support and Training Services. The [Licensor/Licensee] will make available to End User, (a) training and support services via remote communications and (b) training and support services at the End User's Facility.

[3.2 Consultation Fees. Support and training services provided by the [Licensor/Licensee] shall be invoiced to End User by [Licensor/Licensee] will make available to End User, at the published and material consultation rates that are prevailing at the time such services are delivered, plus expenses, including but not limited to, travel expenses, telephone, shipping, courier, material and reproduction costs incurred by [Licensor/Licensee] in providing such services.]

4. License Fees and Payments.

4.1 License Fees. In consideration of the license rights granted herein, End User shall pay to [Licensor/Licensee] the License Fees and other consideration provided in Schedule A.

4.2 Invoicing: The services and materials provided by [Licensor/Licensee] shall be invoiced to End User by [Licensor/Licensee]. All invoices are payable within thirty (30) days of receipt.

4.3 Currency. All payments due to [Licensor/Licensee] shall be made in United States currency by check drawn on a United States bank, made payable to [Licensor/Licensee] unless otherwise specified by [Licensor/Licensee]. Checks shall be forwarded to [ADDRESS].

4.4 Late Payments. Late payments shall incur interest at the rate of [__]% per month from the date such payments were originally due.

4.5 Taxes. End User shall pay any and all applicable tariffs, duties and taxes (except income taxes assessed against [Licensor/Licensee]).

5. Term; Termination.

5.1 Term. This Agreement shall be valid for the License Term unless terminated or canceled as provided by this Section 5 (Termination).

5.2 Termination for Cause. Either party may terminate this Agreement with [NUMBER (___)] days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during such notice period, the breaching party fails to cure such breach.

5.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (a) if a party materially fails to perform or comply with this Agreement or any provision hereof; (b) if either party fails to strictly comply with the provisions of Section 10 (Intellectual Property Rights; Confidentiality) or makes an assignment in violation of Section 12.3 (Nonassignability); (c) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, (d) if a petition under any foreign, state or United States bankruptcy act, receivership, statute or the like, as they now exist or as they may be amended from time to time, is filed by party; or (e) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within [NUMBER (___)] days.

5.4 Nonpayment. Notwithstanding anything to the contrary hereunder, End User's failure to pay any amount when due shall be sufficient cause for cancellation of this Agreement as provided under Section 5.2 (Termination for Cause).

5.5 Effective Date of Termination. Termination due to a material breach in Sections 2 (Grant of Rights), 10 (Intellectual Property Rights; Confidentiality) or 11 (Ownership of Intellectual Property; Conflicts) shall be effective upon notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

6. Post-Termination Rights.

6.1 Effects of Termination. Upon termination or cancelation of this Agreement, End User shall return to [Licensor/Licensee] any and all Software and materials incidental thereto and shall provide [Licensor/Licensee] with Certificates of Compliance with this Section 6.1 (Effects of Termination) signed by an authorized representative of [Licensor/Licensee].

6.2 Payment on Termination. Upon expiration or termination of this Agreement, all outstanding License Fee obligations shall be accelerated and shall immediately become due and payable.

7. Warranties.

7.1 [Licensor/Licensee] Warranty. [Licensor/Licensee] represents that it is the owner of the entire right, title, and interest in and to Software and the Documentation, that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

7.2 Software Warranty. [Licensor/Licensee] represents and warrants that the Software will perform substantially as described in the Documentation [for a period of [NUMBER (___) days following the Effective Date] [throughout the term of this Agreement] (the "**Warranty Period**"). The express warranty made hereunder concerning

the performance of the Software shall be void as of the date that the Software is modified by the End User or any third party.

7.3 Services Warranty. [Licensor/Licensee] represents and warrants that services rendered or performed under this Agreement shall be performed on a best efforts basis by qualified software personnel that is familiar with the Software and shall conform to the standards generally accepted in the industry for similar services.

7.4 Limited Warranty. THE FOREGOING WARRANTIES ARE LIMITED WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTIES EXPRESSLY ACKNOWLEDGED HEREUNDER, [LICENSOR /LICENSEE AND LICENSOR] HEREBY DISCLAIM[S] AND END USER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING , BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

7.5 Limitations. Notwithstanding the warranty set forth in Section 7.4 (Limited Warranty), all of [Licensor/Licensee]'s obligations with respect to such warranty shall be contingent upon End User's use of the Software in accordance with this Agreement and in accordance with the instructions set forth in the Documentation, as such instructions may be amended, supplemented, or modified by [Licensor/Licensee] from time to time. [Licensor/Licensee] shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

7.6 Licensee's Sole Remedy. [Licensor/Licensee]'s entire liability and End User's exclusive remedy for a breach of the warranty set forth in Section 7.4 (Limited Warranty) shall be, at [Licensor/Licensee]'s option, either: (a) return of the License Fee paid to date; or (b) repair or replacement of the Software; provided, however, that such remedies shall only be available to End User if [Licensor/Licensee] receives written notice of such breach from End User during the Warranty Period. Any replacement Software will be warranted for the remainder of the original Warranty Period or [NUMBER (___)] days following delivery of the replacement Software, whichever is longer.

7.7 Limitation of Liability. *End User acknowledges and agrees that the consideration which [Licensor/Licensee] is charging hereunder does not include any consideration for assumption by [Licensor/Licensee] of the risk of End User's consequential or incidental damages which may arise in connection with End User's use of the Software and Documentation. Accordingly, End User agrees that [Licensor/Licensee] shall not be responsible to End User for any loss of profit or indirect, incidental, special, or consequential damages arising out of the licensing or use of the Software or Documentation.* Notwithstanding any provision herein to the contrary, the maximum liability of [Licensor/Licensee] to any person, firm or corporation

whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to End User hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual License Fee paid to Licensor by End User for the Software whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of [Licensor/Licensee] arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section 7.7 (Limitation of Liability) are integral to the amount of consideration levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were [Licensor/Licensee] to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

8. Indemnification.

8.1 Indemnification of [Licensor/Licensee]. [Licensor/Licensee] shall indemnify, hold harmless and defend End User against any action brought against End User to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a [United States] copyright [or patent] and [Licensor/Licensee] shall pay all costs, settlements and damages finally awarded in connection with any such action; provided, however, that End User promptly notifies [Licensor/Licensee] in writing of any claim, gives [Licensor/Licensee] sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in [Licensor/Licensee]'s opinion is likely to become the subject of such a claim, [Licensor/Licensee] shall, at its option, either: (a) procure for End User the right to continue using the Software, (b) modify or replace the Software to make it non-infringing, or (c) refund the License Fees paid[, less reasonable depreciation,] upon return of the Software.

8.2 Limitation. Notwithstanding Section 8.1 (Indemnification of [Licensor/Licensee]) of this Agreement, [Licensor/Licensee] shall have no obligation to indemnify End User regarding any claim arising out of: (a) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release, (b) use of the Software in combination with non-[Licensor/Licensee] software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the Software not in accordance with this agreement unless specifically authorized in writing by [Licensor/Licensee] or (d) use of third-party software. *Section 8.1 (Indemnification of [Licensor/Licensee]) and Section 8.2 (Limitation) of this Agreement state the entire liability of [Licensor/Licensee] and the exclusive remedy for End User relating to infringement or claims of infringement of any copyright or other proprietary right by the Software or Documentation.*

8.3 Indemnification of End User. Except for the claims identified in Section 8.1 of this Agreement, End User shall indemnify and hold harmless [Licensor/Licensee] and its officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including those arising on account of End User's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from,

the exercise or practice of the license granted hereunder by End User, its subsidiaries or their officers, employees, agents or representatives.

9. Force Majeure. Neither party shall be liable for any loss or delay resulting from any force majeure event, including accident, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

10. Intellectual Property Rights; Confidentiality.

10.1 Ownership. [Licensor/Licensee] shall retain ownership of all Licensor intellectual property rights. Intellectual property rights shall mean (a) all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (b) all works of authorship, including all mask work rights, database rights and copyrightable works, all copyrights, all applications, registrations and renewals in connection therewith, and all moral rights, (c) all trade secrets, (d) all registered and unregistered trademarks, service marks, trade dress, domain names, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (e) all derivative works of any of the foregoing; (f) any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force, and (g) all copies and tangible embodiments of all of the foregoing (a) through (f) in any form or medium throughout the world (“**Intellectual Property Rights**”).

10.2 Disclosure of Confidential Information. The End User shall not disclose or use any Confidential Information for any purpose outside the scope of this Agreement, except to Authorized Persons. End User shall not duplicate, use or disclose Confidential Information except as otherwise permitted under the provisions of this Agreement.

10.3 Compelled Disclosure. If the End User is compelled by law to disclose Confidential Information, it shall provide the [Licensor/Licensee] with prior notice of such compelled disclosure (to the extent legally permitted).

10.4 Remedies. If the End User discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 10, the [Licensor/Licensee] shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the necessity of posting bond, it being specifically acknowledged by the parties that any other available remedies are inadequate.

10.5 Disposition Upon Termination. Upon the termination of this Agreement for any reason whatsoever, or upon request of a Disclosing Party, the Receiving Party

shall return to the Disclosing Party, or shall destroy, as the Disclosing Party shall specify, all copies of all the Disclosing Party's Confidential Information in the Receiving Party's possession. Within five (5) days thereafter, the Receiving Party shall provide the Disclosing Party with a certificate, executed by the Receiving Party or by an officer of the Receiving Party, confirming that all copies of all such Confidential Information have been returned to the Disclosing Party or destroyed, as the case may be.

11. Ownership of Intellectual Property; Conflicts.

11.1. Ownership of Intellectual Property. End User acknowledges and agrees that [Licensor/Licensee] shall retain and own all right, title and interest and all Intellectual Property Rights (including copyrights, trade secrets, trademarks and patent rights) in and to all of the Products (collectively, the "**Licensor Materials**") and all copies thereof, and that nothing herein transfers or conveys to End User any ownership right, title or interest in or to the Licensor Materials or to any copy thereof or any license right with respect to same not expressly granted herein. End User agrees that it will not, either during or after the termination of this Agreement, contest or challenge the ownership of the intellectual property rights in the Licensor Materials by [Licensor/Licensee].

11.2. Proprietary Notices. End User will provide place all appropriate notices of copyright, trademark or other proprietary rights notices in such manner as [Licensor/Licensee] will direct. In no event shall End User alter, remove, obscure, erase or deface or otherwise hide from view, any copyright, trademark or other proprietary rights notice of [Licensor/Licensee] contained or incorporated in the Software.

11.3. Modification and Reverse Engineering. End User shall not modify, disassemble or reverse engineer the Software in any manner. Except as otherwise permitted under this Agreement, End User shall not use the Software, Documentation or any materials incidental thereto to develop computer software, hardware or firmware that is competitive with the Licensed Materials, Software or Documentation. Any such modifications shall immediately become the sole and exclusive property of the [Licensor/Licensee] and [Licensor/Licensee] shall own all right, title and interests to such modified products and any and all copyrights, patents and trade secrets related thereto.

11.4. No Contest. End User shall not, under any condition or for any reason, contest or aid in contesting the ownership or validity of the Intellectual Property Rights of the [Licensor/Licensee].

11.5. No Copies. End User shall not make, copy or manufacture the Software and shall not allow the Software to be made, copied or manufactured without the prior written consent of the [Licensor/Licensee].

11.6. Employee Pirating. End User shall not induce or solicit, directly or indirectly, any Associate to leave the employ or hire of the [Licensor/Licensee]. End User shall not engage, directly or indirectly, the services of such Associate (as an employee, consultant, independent contractor or otherwise) without prior written consent of the [Licensor/Licensee].

11.7 End Use: End User shall not sublicense, distribute, transfer or export the Product to any third party.

[11.8 No Private Labeling. End User shall not private label or brand [NAME] with End User's name or logo or that of a third party but may use End User's logo or brand together with the [Licensor/Licensee]'s branding and other identification provided that such use is not confusing to customers or other third parties.]

12. Miscellaneous.

12.1 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the [STATE], without giving effect to the conflict of law principles of the [STATE].

12.2 Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

12.3 Nonassignability. End User shall not assign this Agreement or its rights hereunder without prior written consent of the [Licensor/Licensee].

12.4 Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

if to [Licensor/Licensee]:

fax: _____

e-mail: _____

Attention: _____

if to End User:

fax: _____

e-mail: _____

Attention: _____

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 12.4 (Notices). All notices and other communications will be deemed to have been given upon actual receipt

by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

12.5 Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12.6 Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled by binding arbitration in [CITY/STATE]. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of [NAME OF ARBITRATOR], with the following exceptions if in conflict: (a) one arbitrator shall be chosen by [ARBITRATOR]; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the Arbitrator's rules and regulations) of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.]

OR

[12.10 Venue. The state and federal courts located in [CITY/STATE] shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of *forum non conveniens* or otherwise. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.]

12.7 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified

with the phrase “including but not limited to” or “including without limitation,” and (e) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

12.8 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

12.9 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

12.10 Survival. Licensee’s obligations under Sections 4 (License Fees), 5 (Termination), 6 (Post Termination Rights), 7 (Warranties), 8 (Indemnification), 15 (Termination), 10 (Intellectual Property Rights; Confidentiality), 11 (Ownership of Intellectual Property; Conflicts) and 12 (Miscellaneous Provisions) will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

12.11 Relationship of the Parties. Nothing contained herein shall be construed as creating a partnership, employment relationship or agency relationship between [PARTY 1] AND [PARTY 2] or as authorizing either party to act as agent for the other. Each party shall maintain their separate identity.

12.12 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this End User License Agreement as of the date first written above.

[LICENSOR/LICENSEE]

[NAME OF LICENSOR/LICENSEE]

By: _____

Name: _____

Title: _____

END USER

[NAME OF END USER]

By: _____

Name: _____

Title: _____

END USER LICENSE FEE

SCHEDULE A