



BraddockStreet Software  
75 Starlight Lane  
Cherry Log, GA 30522

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **The Deltic Group, Inc. dba BraddockStreet** ("Licensor") and \_\_\_\_\_ ("Customer").

**1. Definitions: In this Agreement the following definition of terms shall apply:**

- a. **Software.** The term "Software" shall mean the computer programs (in object code only) and user manuals for Licensor's programs, namely "Install Factory" and "Lock Point". The term "Software" includes any corrections, bug fixes, enhancements, updates, companion products and tools or other modifications, including custom modifications to such computer program and user manuals.
- b. **Product Keys.** The term "Product Key" shall mean codes that are generated by Licensor, which are operably associated with the Software and Licensor's hardware for the unlocking of a particular computer-based installer file that the Customer creates and/or locks with the Software.

**2. License Grant:**

- a. **Grant of License.** Licensor grants Customer a nonexclusive, nontransferable license to use the Software and the Product Keys subject to the terms and conditions of this Agreement.
- b. **Restrictions on Use.**
  - (i) Customer agrees to use the Software and Product Keys only for Customer's single product identified in Attachment A to this Agreement.
  - (ii) Customer agrees to use each licensed Product Key only once. "Use" is defined for this subsection as a Product Key being associated with one unit of Customer's product, identified in Attachment A to this Agreement.
- c. **Copies.** Customer may make one archival copy of the Software's computer program and shall have no other right to copy the Software, in whole or in part. Any and all copies of the Software made by Customer are the exclusive property of Licensor.
- d. **Modifications, Reverse Engineering.** Customer agrees that only Licensor shall have the right to alter, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs. Any attempt by Customer or its employees, officers, agents, assigns or successors, to alter, enhance or otherwise modify the Software shall be a breach of this Agreement by Customer, which will entitle Licensor to immediately, and without warning to Customer, terminate this Agreement and any rights which Customer may have under it.

### 3. Delivery, Supply, Installation and Acceptance:

- a. **Delivery.** Licensor shall provide Customer with the Software's computer program, and Software's user documentation. In addition, during the term of this Agreement, Licensor shall provide to Customer all corrections, bug fixes, enhancements, updates, companion products and tools or other modifications produced by Licensor that are applicable to the Software delivered to Customer.
- b. **Supply.** Licensor shall supply Product Keys per license option selected by Customer in Attachment A to this Agreement.
- c. **Installation.** Customer shall install the Software pursuant to Licensor's installation instructions provided with the Software.
- d. **Acceptance.** The Software and Product Keys shall be deemed accepted by Customer when the Software has been delivered to Customer.

### 4. License Fee:

- a. **License Fee.** In consideration for the license granted by Licensor under the Agreement, Customer shall pay Licensor a fee as indicated in Attachment A to this Agreement.
- b. **Payment Terms.** Customer shall pay the License Fee prior to the delivery of the Software and Product Keys.
- c. **Taxes.** Customer shall pay, in addition to the other amounts payable under this Agreement, all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

### 5. Ownership:

- a. **Title.** Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and Product Keys and any corrections, bug fixes, enhancements, updates or other modifications, including companion products and custom modifications, to the Software and Product Keys, whether made by Licensor, any other entity or third party.
- b. **Transfers.** Under no circumstances shall Customer sell, license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without Licensor's prior written consent provided, however, that such written consent shall not be required in connection with any reincorporation, merger or consolidation by Customer, or any other transaction in which more than fifty percent (50%) of Customer's business entity, if any, is transferred.

### 6. Confidentiality:

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information ("this information"), that is the exclusive property of licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees, contractors and agents shall maintain the confidentiality of this information, and not sell, license, publish, display, distribute, disclose or otherwise make available, this information to any third party, nor use this information except as authorized by this Agreement.

**7. Effective Date, Term, Renewal, and Termination:**

a. **Effective Date.** This Agreement and the license granted hereunder shall take effect upon the date that Customer executes this Agreement.

b. **Term.** For Subscription Licenses, this Agreement shall have a one (1) year term starting from the Effective Date. For all other licenses, this Agreement shall be in effect in perpetuity.

c. **Renewal.** For Subscription Licenses, this Agreement shall renew automatically for successive one (1) year terms unless terminated in writing by either party at least thirty (30) days before the expiration of the current term or, unless the license fee for the renewal term is not received by Licensor prior to the expiration of the current term. The license fee for each renewal term shall be equal to Licensor's then current rate for such license option as is selected in Attachment A to this Agreement.

d. **Termination.** Licensor shall have the right to terminate this Agreement and the license granted herein upon the occurrence of any of the following events:

(i) In the event Customer materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of written notice from Licensor;; or

(ii) In the event Customer: 1) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, 2) becomes subject to direct control by a trustee, receiver or similar authority, or 3) has liquidated, voluntarily or otherwise.

e. **Procedure.** Licensor may terminate this Agreement and the license granted herein, pursuant to subsection d above, by delivering to Customer a Notice of Termination that identifies the effective date of the termination. Within ten (10) days after termination of the license, Customer shall return to Licensor, at Customer's expense, the Software and Product Keys and all copies thereof, delete or destroy all other copies of the Software and Product Keys, and deliver to Licensor a written certification, signed by Customer, or an authorized officer of Customer if Customer is a corporate entity, that the Software and Product Keys have been returned, all copies deleted or destroyed, and its use discontinued.

**8. Warranties:**

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE TO CUSTOMER OR AUTHORIZED SUB-LICENSEES OF CUSTOMER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED THE PAYMENTS MADE BY CUSTOMER TO LICENSOR UNDER THIS AGREEMENT.**

**9. General Provisions:**

a. **Assignability and Sub-license.** This Agreement and all rights and obligations thereunder shall not be assignable or sub-licensed by Customer except with the prior

written consent of Licensor, except as provided in Section 5b. This Agreement shall be binding upon each party's permitted successors and assigns.

b. **Liability.** Licensor shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence. In no event shall Licensor's liability exceed the initial license fee for the Software and Product Keys paid by Customer. No action or claim relating to this Agreement or the Software or Product Keys may be instituted more than one (1) year after the event giving rise to such action or claim.

c. **Entire Agreement.** This Agreement is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties.

d. **Choice of Law/Venue/Arbitration.** This Agreement shall be governed by the laws of the State of Florida. Licensor, only, may elect to have all unresolved disputes arising under this Agreement submitted to arbitration under the rules of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. Venue for any action brought under this agreement shall be Hillsborough County, Florida.

e. **Force Majeure.** Licensor shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by Customer or Customer's employees, agents or contractors. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of the Agreement.

f. **Waiver.** Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, unless otherwise specified, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.

g. **Severability.** A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.

h. **Notices.** All notices and other communications required under the Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, sent registered mail by first class, postage prepaid, addressed as set forth at the end of the Agreement.

In witness whereof, each party has caused this agreement to be executed by its authorized representative on the dates indicated below:

For BraddockStreet, Licensor:

For Customer:

\_\_\_\_\_  
Signature

James F. Lay, President  
75 Starlight Lane  
Cherrylog, GA 30522 U.S.A  
Ph (706) 632-3763  
Fax (706) 632-6498

\_\_\_\_\_  
Date signed by Licensor

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
EMail address

\_\_\_\_\_  
Date signed by Customer

## Attachment A

## INSTALL FACTORY ORDER FORM

The person whose name appears below authorizes The Deltic Group, Inc. dba BraddockStreet Software to charge their credit card account as follows:

_____	Basic Version, One-time charge ( <u>No anti-piracy security</u> )	\$179.95
_____	Stand Alone Version, One-time charge ( <u>No internet unlocks</u> )	\$349.95
_____	Annual Subscription 5 Pack: 100 copies each of 5 products	\$499.95
_____	Annual Subscription < 5K copies of one product	\$499.95
_____	Annual Subscription < 50K copies of one product	\$4,999.95
_____	Annual Server Subscription	\$25,000.00
_____	Other _____	\$ _____.
	TOTAL	\$ _____.

Credit card: \_\_\_ VISA \_\_\_ MASTERCARD \_\_\_ AMERICAN EXPRESS

Card number \_\_\_\_\_ Exp. Month/Year \_\_\_\_\_

Name of Cardholder (Print) \_\_\_\_\_

Cardholder's Billing Address (Print) \_\_\_\_\_

The cardholder has evaluated this software prior to purchase and has found the software to be acceptable. **Cardholder agrees that this credit card sale is final.**

Signature of cardholder \_\_\_\_\_

Title of Your Company's Software Product (Print) \_\_\_\_\_

Complete this document and **RETURN ALL PAGES** to [sales@installfactory.com](mailto:sales@installfactory.com) or send by fax to **(706) 632-6498**. To pay by check or money order send this completed document along with the total amount indicated above in U.S. Funds drawn on a U.S. Bank.