

Daniel Four Software
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective this _____ (date) by and between **Daniel Four Software** ("Developer") and _____ ("Licensee").

Developer has developed and licenses to users its web-based database software program marketed under the name " _____ " (the "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License.

Developer hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software in the United States of America as set forth in this Agreement.

2. Term of License.

This License is for ONE YEAR. Should the Licensee cease to use the Software within the first year, no refunds are available. At the end of each License Year, the Developer will send an invoice to the Licensee for the annual license fee for the next year. The Licensee may pay this annual license fee, and extend the License for another year, or elect to terminate the License.

3. Price Stability.

The Developer will not raise the Annual License Fee for the first three years of the License. After the first three years, the Annual License Fee may be adjusted as needed by the Developer.

4. Prorated Refund.

After the first year, the Licensee may terminate the License upon thirty days written notice to the Developer. In this case, the Developer will give the Licensee a refund of that years annual license fee, prorated to the end of the nearest calendar quarter after notice has been received by the Developer.

5. Restrictions.

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer. Licensee shall not grant access to the Software by way of usernames and passwords to anyone outside of the Clallam County jurisdictions without prior written consent of Developer.

6. Warranty of Title.

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

7. Warranty of Functionality.

A. For a period of twelve months following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. At the end of the Warranty Period, this Warranty may be renewed by the payment of the annual fees as described in paragraph two herein.

8. Software Maintenance.

Standard maintenance. During the Warranty Period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software.

9. Payment.

All payment of any amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

10. Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

11. Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

13. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Developer: Daniel Four Software
101 Glendale Dr.
Sequim, WA 98382

If to Licensee: _____

14. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Washington.

15. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

16. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

17. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

18. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

developer signature

Stan Osterbauer

developer name

101 Glendale Dr.

Sequim, WA 98382

developer address

licensee signature

licensee name

licensee address