

# **LimaCorp, L.L.C**

## **Software License Agreement**

**THIS AGREEMENT DETERMINES THE RIGHTS AND LICENSE GRANTED TO THE LICENSEE BY LIMACORP, L.L.C., AN OHIO CORPORATION (HEREINAFTER REFERRED TO AS LIMACORP), FOR THE LICENSING OF COMPUTER SOFTWARE FOR SOFTWARE INTEGRATION SERVICES KNOWN AS "INTERFACE SERVER SUITE" (HEREINAFTER REFERRED TO AS PROGRAM).**

### **1. LICENSE**

LIMACORP agrees to grant LICENSEE and LICENSEE agrees to accept, in accordance with the terms and conditions set forth hereafter, a non-transferable, non-exclusive license to use a compiled code version of the PROGRAM. Additionally, LICENSEE may create back-up copies of the PROGRAM for archival purposes, but make no other copies or allow others to make copies or reproductions of the PROGRAM in any form. LICENSEE acknowledges that no ownership rights of any kind are transferred by this License, other than the right to use the PROGRAM as provided herein. LICENSEE neither owns nor has the right to sell or otherwise transfer the PROGRAM or any copies of the PROGRAM. This license is restricted to use by LICENSEE only for LICENSEE'S own internal business purposes only at the installation site specified below. It does not extend to any parent, subsidiary or other affiliated entities of LICENSEE, as now or in the future exist. LICENSEE is neither permitted nor authorized by this license to install or permit installation of the PROGRAM on any CPU other than as provided herein and for the purpose of fulfilling the purposes of this Agreement, without consent of LIMACORP.

### **2. LICENSE FEE, SUPPORT, AND MAINTENANCE**

The License Fee includes unlimited technical support available Monday-Friday, 8am-6pm EST, for a period of ninety (90) days following receipt of the PROGRAM. This support is available on the LIMACORP web site as well as via telephone and e-mail correspondence. LIMACORP makes no warranties about when or if versions or revisions of the PROGRAM will become available. This License covers all modifications and improvements to the PROGRAM. Other products designed for use with the PROGRAM that are acquired separately from this Agreement are not included in this License or maintenance plan, whether such products are provided by LIMACORP or third parties, although they may be designated "For use with" the PROGRAM.

### **3. TAXES**

Fees paid for the PROGRAM are exclusive of all federal, state, and local taxes. LICENSEE shall pay any applicable tax that is due as a result of this transaction, however designated, levied or based on the PROGRAM, its charges or its use or on this License, including without limitation, state or local sales, use, and personal property taxes.

### **4. OWNERSHIP**

The PROGRAM is copyrighted by, proprietary to and a trade secret of LIMACORP. LIMACORP retains title, ownership and intellectual property rights in and to the PROGRAM and all subsequent copies regardless of form or media. The PROGRAM is protected by the copyright laws of the United States and international copyright treaties. This License is not a sale of the PROGRAM. LICENSEE agrees to maintain the confidentiality of the software contained in the PROGRAM. Upon termination, LICENSEE agrees to return or destroy all copies of the PROGRAM upon LIMACORP's request.

### **5. TERMINATION**

This License is effective until terminated. This License will terminate automatically without notice if LICENSEE fails to comply with any of the provisions or the LICENSEE ceases to use the PROGRAM in its business.

### **6. LIMITED WARRANTY**

The parties agree that this is an agreement for services, not an agreement for goods. LIMACORP grants a limited warranty that it will, within ninety (90) days after acceptance, correct any errors or omissions which cause the

# LimaCorp, L.L.C

## Software License Agreement

PROGRAM to substantially fail to conform to LIMACORP's specifications, as set forth in LIMACORP's "Products and Services Price List", provided LICENSEE notifies LIMACORP, in writing, within ninety (90) days after acceptance that said PROGRAM has failed; and/or provided, upon LIMACORP's request, LICENSEE sends to LIMACORP any media and/or documentation containing proof of such errors or omissions, that will enable LIMACORP to correct the PROGRAM.

### 7. GENERAL

LICENSEE agrees this is the complete agreement concerning this License. In order to amend this License, a written document executed by both parties is required . LICENSEE assumes full responsibility for the legal and responsible use of the PROGRAM. This License shall be governed by Ohio law as such law applies to agreements between Ohio residents entered into and to be performed within Ohio, except as governed by Federal law. Should any provision of this License be declared unenforceable in any jurisdiction, then such provision shall be deemed to be severable from this License and shall not affect the remainder thereof. All rights in the PROGRAM not specifically granted in this License are reserved by LIMACORP. This agreement is not assignable by LICENSEE without prior written consent of LIMACORP.

IN WITNESS WHEREOF, the parties having read this Agreement and agreeing to be bound by the same, have hereunto set their signatures on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

**Accepted for Licensor  
by**

\_\_\_\_\_  
*signature*

**Dennis C. Lima  
CEO, LimaCorp L.L.C.**

\_\_\_\_\_  
*address of installation site*

**Accepted for Licensee  
by**

\_\_\_\_\_  
*signature  
(printed name, title)*

\_\_\_\_\_  
\_\_\_\_\_