

Freeware License Agreement

PLEASE READ THIS AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE UPGRADING, COPYING, INSTALLING, OR USING SOFTWARE FROM COMPLEAT SYSTEMS

WHEREAS, Compleat Systems is a vendor of software products, and

WHEREAS, the individual or entity using this product ("User") desires to obtain the rights to use this product,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for good and valuable consideration, Compleat Systems and User agree that the foregoing recitals are true and correct, and agree as follows.

I. Definitions

The Software

Computer software products owned by Compleat Systems, and computer software products owned by suppliers of Compleat Systems, distributed by Compleat Systems under agreement with the owners of such software, which software products have been offered by Compleat Systems as Freeware, i.e. available for use without payment of licensing fees.

Media Fees

Such fees as may be charged by Compleat Systems to User, or by User to third parties, to compensate for the cost of the media used to transfer the Software.

License

The right for User to use the Software pursuant to the terms and conditions defined herein. The absence of a license fee shall in no way be an indication of a willingness or desire on the part of Compleat Systems to place the Software in the public domain. Compleat Systems intends to retain, and does retain, all intellectual property and ownership rights in the Software.

Shrinkwrap Agreement

The unsigned agreement distributed with the Software defining the standard terms and conditions under which the Software is distributed and license granted.

II. Acceptance Of Terms

This agreement shall be accepted by User upon User's performance of any of the following acts:

Installation, copying, or use of the Software on one or more of User's computers;

Distribution of the Software to any party other than Compleat Systems;

Retention of installable version of the Software for more than fifteen (15) days; or

Any other act not consistent with non-acceptance of the terms and conditions recited herein.

If User does not accept the terms and conditions recited herein, User shall delete, return, and/or discard any files, data, or materials associated with the Software.

If User has a License Agreement executed by an authorized representative of Compleat Systems (and "Executed Agreement") containing one or more terms and conditions which are inconsistent with the terms and conditions contained in the shrinkwrap license, then to the extent necessary, the terms and conditions of the Executed Agreement shall supersede those of the shrinkwrap license.

III. Scope of Use

User may use the Software on an unlimited number of computers.

User may distribute the Software to third-parties only where such third-parties are aware of, and agree to be bound by, the terms and conditions contained in this Agreement. Such distribution shall include all files associated with the Software. Where User directs third-parties to download the Software from Compleat Systems's website, User shall not provide a direct download link, but shall direct such third-parties to Compleat Systems's web pages so that such third-parties shall be informed of Compleat Systems's policies and terms of use.

User may only use the Software in accordance with its intended use as documented by Compleat Systems and distributed along with the Software.

The Software may not be used to support any third party product, nor create any tools or executable scripts for use with any third party product, without the express written consent of an authorized representative of Compleat Systems.

User may not modify the Software, any accompanying documentation, or any file utilized in the delivery or distribution of the Software or any accompanying documentation, without the express written consent of an authorized representative of Compleat Systems.

User may not reverse engineer, decompile, nor take any other steps consistent with an attempt to reveal any confidential, trade secret, or other non-public information associated with the Software. Further, User may not assist any other party attempting to reverse engineer, decompile, nor take any other steps consistent with an attempt to reveal any confidential, trade secret, or other non-public information associated with the Software. Should User become aware of any activity in violation of this term, whether or not under User's control or authorization, User will inform Compleat Systems of such activity and assist Compleat Systems in terminating such activity and protecting its threatened rights.

User may not sell, rent, lease, or otherwise charge for the distribution, installation, copying, or storage of the Software, nor of any tools, scripts or other software developed with the Software, other than a media fee as defined herein.

User may not sell, rent, lease, distribute, or use the Software, nor cause the Software to be sold, rented, leased, distributed, or used, where such sale, rental, lease, distribution, or use is prohibited by any statute or governmental agency of the United States or other international, national, or local entity having jurisdiction at the point of sale, rental, lease, distribution, or use, nor may User sell, rent, lease, distribute, or use the Software where User is aware that such sale, rental, lease, distribution, or use is likely to result directly or indirectly in a sale, rental, lease, distribution, or use prohibited by any statute or governmental agency of the United States or other international, national, or local entity having jurisdiction at the point of initial or subsequent sale, rental, lease, distribution, or use.

IV. TERM AND TERMINATION

The terms and conditions of this Agreement shall remain effective until this Agreement is terminated. Termination may be affected as follows:

Termination by User. User may terminate this Agreement at any time by destroying all copies of the Software, as indicated below.

Termination by Compleat Systems.

Compleat Systems may terminate this Agreement at any point upon notice to User if user, in Compleat Systems's sole discretion, is in breach of any of the terms and conditions contained herein, and fails to remedy such breach within a reasonable period, but in no event more than ten (10) days, following receipt of such notice.

Compleat Systems may terminate this Agreement at any point upon notice to User if Compleat Systems ceases to offer Freeware licenses, or changes the terms and conditions under which such licenses are offered, and User is unwilling to accept the revised terms and conditions.

Compleat Systems may terminate this Agreement at any point should User's normal business operations be disrupted or discontinued for more than thirty (30) days due to User's insolvency, bankruptcy, receivership, or business termination.

Upon termination of this Agreement, User shall return, delete, or destroy all copies of the Software, or any portion of the Software, remaining in User's possession or under User's control, including all distribution media containing distributable copies of all or any portion of the software.

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VIII. HIGH RISK ACTIVITIES

The Software is not fault-tolerant and is not designed, manufactured or intended for use on equipment or software running in hazardous environments requiring fail-safe performance, including but not limited to the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could contribute to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). COMPLEAT SYSTEMS AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE SOFTWARE FOR HIGH RISK ACTIVITIES. COMPLEAT SYSTEMS DOES NOT AUTHORIZE USE OF THE SOFTWARE FOR ANY HIGH RISK ACTIVITY. USER AGREES TO DEFEND AND INDEMNIFY COMPLEAT SYSTEMS, AND HOLD COMPLEAT SYSTEMS HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, COSTS JUDGMENTS

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IX. GENERAL TERMS

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between User and Compleat Systems in regard to the subject matter herein, and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between the parties. No amendment of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both parties.

NON-WAIVER. Waiver by Compleat Systems of any violation of any provision of this License shall not be deemed to waive any further or future violation of the same or any other provision.

LAW AND JURISDICTION. This License and any dispute relating to the Software or to this License shall be governed by the laws of the United States and the laws of the State of Nevada, without regard to U.S. or Nevada choice of law rules. User agrees and consents that jurisdiction and proper venue for all claims, actions and proceedings of any kind relating to Compleat Systems or the matters in this License shall be exclusively in courts located in Las Vegas, Nevada. If a court with the necessary subject matter jurisdiction over a given matter cannot be found in Las Vegas, then jurisdiction for that matter shall be exclusively in a court with the proper jurisdiction as close to Las Vegas as possible, and within Nevada if possible.

SEVERABILITY. If any part or provision of this License is held to be unenforceable for any purpose, including but not limited to public policy grounds, then both parties agree that the remainder of the License shall be fully enforceable as if the unenforceable part or provision never existed.

NON-ASSIGNMENT. User may not assign this License without the prior written consent of Compleat Systems, except, where User is a commercial entity, as part of a sale of all or substantially all of the assets of User's business.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of any promises, obligations or representations made by Compleat Systems herein.

HEIRS AND ASSIGNS. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by Compleat Systems to any assignment of this agreement except as provided hereinabove.

SURVIVAL. The provisions of paragraphs II.C, III.B, III.C-H, V, VI, VII, VIII, and IX.A-C of this Agreement shall survive any termination or expiration of this Agreement.