**INTERNATIONAL AGREEMENT**

ACME, INC. ("ACME") IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE AND DOCUMENTATION, IF ANY ("SOFTWARE") TO THE PERSON OR ENTITY ACCESSING THIS SOFTWARE (“LICENSEE”) ONLY IF LICENSEE OBTAINED THIS SOFTWARE DIRECTLY FROM ACME, AND UPON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT ("EULA"). THE TERM "SOFTWARE" INCLUDES THE SOURCE AND/OR BINARY CODE VERSIONS OF THE SOFTWARE, AND ALL RELATED SPECIFICATIONS, DATA, DOCUMENTATION, KEYS (AS DEFINED BELOW), TOOLS, AND ANY NEW VERSIONS, UPGRADES, PATCHES, ERROR CORRECTIONS, SUPPLEMENTS, LIBRARIES, OR ADD-ON COMPONENTS (AS WELL AS ANY MATERIALS, DATA, INFORMATION OR SOFTWARE THAT ACMEPROVIDES AS PART OF RELATED SERVICES, AS DEFINED BELOW) THAT ACMEMAY CONCURRENTLY OR LATER PROVIDE TO LICENSEE TO THE EXTENT SUCH ITEMS ARE NOT ACCOMPANIED BY A SEPARATE LICENSE AGREEMENT, AND any ideas, designs, concepts, techniques, discoveries, know-how, and inventions, whether or not patentable or copyrightable, that are embodied in any of the foregoing. BY ACCESSING, INSTALLING OR USING THE SOFTWARE, LICENSEE AGREES TO THE TERMS AND CONDITIONS OF THIS EULA. IF LICENSEE IS NOT WILLING TO BE BOUND BY THIS EULA, LICENSEE MAY NOT ACCESS, INSTALL OR USE THE SOFTWARE.

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

The Software is Acme confidential information protected by intellectual property laws and treaties and is licensed, not sold. In the event of any conflict or inconsistency between the terms of this EULA and the terms of any other license agreement from ACME, the terms of this EULA will control.

1. License Rights.

1.1 Subject to Licensee’s compliance with this EULA, under Acme’s applicable copyrights and trade secret rights, Licensee is granted a non-sublicensable, non-transferable, and non-exclusive license to install and use the Software for Licensee’s internal personal or business use only, for the period of time corresponding to the Key Acme provides to Licensee. Any distribution of the Software is forbidden. Licensee acknowledges that in order to use the Software and receive Related Services (as that term is defined in section 1.6 below), if any, a license key is necessary, to be provided by Acme corresponding to the level of subscription Licensee elects to acquire or purchase, which may be a free evaluation trial or monthly, annual or perpetual subscription ("Key"). The Key will accordingly limit Licensee's use of the Software and Related Services. Licensee is solely responsible for maintaining the confidentiality of the Key and wholly liable for all activities occurring under such Key. Licensee will not transfer to any party any Key, or use the Key of another, without Acme’s prior written consent. Licensee may not use or access the Software and Related Services: (a) if Licensee is or anticipates being a direct competitor of Acme or operating on behalf of such a direct competitor; or (b) for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

1.2 Licensee will not (a) copy the Software except as may be required for Licensee’s limited internal or personal use; (b) disclose to or share use of the Software or its functionality with any third party, in whole or in part; or (c) or sublicense, rent, lease, or host the Software. Licensee will not disclose or cause to be disclosed in whole or in part the Software to any third party or use Acme except as specifically authorized by this EULA. Licensee will reproduce and preserve, and not obscure, any and all notices and markings pertaining to Acme’s and its licensors' intellectual property rights contained in the Software and all authorized copies thereof.

1.3 All rights not expressly granted in section 1.1 are reserved to ACME. Licensee will have no right or license other than the rights expressly granted in section 1.1 above, and no other right or license will be implied by conduct or otherwise. Licensee acknowledges that Acme retains (subject only to section 1.1 of this EULA), and as between the parties, Acme is the sole and exclusive owner of, all right, title and interest in and to the Software, Related Services, and associated intellectual property rights. Except as expressly authorized in section 1.1, Licensee will not use, reproduce, modify, extend, enhance, make derivative works of, or distribute the Software, in whole or in part. The structure, sequence, organization and code of the Software are the valuable trade secrets and copyrighted confidential information of Acme and/or its licensors.

1.4 In the event any Software is already in the possession or custody of Licensee, such item(s) will be subject to the terms of this EULA, notwithstanding any pre-existing agreement or understanding between Licensee and Acme with respect to such items. Acme retains title to all copies of the Software.

1.5 Certain components or libraries included in or bundled with the Software may be covered by open source licenses (as may be listed in a readme or similar file within the Software). To the extent required by such open source licenses, the terms of such licenses will apply in lieu of the terms of this EULA, solely with respect to those libraries or components that are licensed under such open source licenses.

1.6 If Acme agrees in writing to provide support services to Licensee, Acme will use commercially reasonable efforts to answer Licensee's technical questions or resolve technical issues (via email during Acme business hours) and to deliver to Licensee upgrades, new versions, error corrections, or other releases of the Software when and if developed by Acme in its sole discretion. Acme is under no obligation hereunder to provide support to end users or third parties. (Such support, as well as any other services provided by Acme in its sole discretion, including professional, integration, development, consulting or hosted services, are hereinafter "Related Services".)

2. Restrictions.

2.1 The Software is licensed as a single product. The Software's component parts will not be separated for use on more than one personal computer.

2.2 Licensee will not reverse engineer, modify, decompile, disassemble or otherwise attempt to derive the source code, know-how, interfaces, or other information from the Software, except and only to the extent that: (a) such activity is expressly permitted by directly applicable law notwithstanding this limitation; (b) it is essential to engage in such activity in order to obtain information needed to achieve interoperability of independently created software with the Software; and (c) Acmehas not made such information available to Licensee (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by Licensee under this section 2.2 may only be used by Licensee for the purpose described in this section 2.2, and will not be disclosed to any third party or used to create any software which is substantially similar to the Software.

2.3 If Licensee provides any feedback, comments, ideas, requirements, benchmarks, suggestions, or improvements that Licensee may have, if any, to Acmeregarding the Software and/or Related Services (“Evaluation Results”), Licensee agrees that Acmeand its licensors may use in perpetuity any such Evaluation Results Licensee provides hereunder for Acme’s business purpose, including for product support and development, without any obligation or payment to Licensee.

2.4 This EULA does not grant Licensee any rights in connection with any trademarks or servicemarks of ACME.

2.5 Licensee acknowledges and agrees that breach of this EULA, or any unauthorized use, disclosure or distribution of the Software would cause irreparable harm to ACME, the extent of which would be difficult to ascertain, and that Acmewill be entitled to seek without limitation immediate injunctive relief in any court of competent jurisdiction under the applicable laws thereof, in addition to any other available remedies (including copyright, trade secret and patent remedies, the availability of which Licensee hereby acknowledges).

2.6 All payments to Acme are non-refundable and are exclusive, and Licensee will bear and be responsible for the payment, of all taxes, charges and imposts, including all sales, value-added, use, rental receipt, personal property or other taxes and their equivalents which may be levied or assessed in connection with this EULA or provision of the Software and Related Services (excluding only taxes based on Acme’s net income). Payments to Acme will be made without deduction, counterclaim or set-off of any kind. Acme may immediately terminate the licensed rights granted under this EULA, and suspend provision of Related Services, if Licensee is delinquent in the payment of any Acme invoice or is otherwise late in fulfilling any payment obligation owed to ACME.

3. Termination. This EULA will commence upon first download, installation or use of the Software. The licenses granted to Licensee under this EULA, and any Related Services, will terminate automatically upon expiration of the Licensee's subscription, or if Licensee fails to comply with the terms and conditions of this EULA. Further, Acmemay on written notice terminate this EULA and withdraw the licensed rights granted hereunder in the event the Software or Related Services is in Acme’s reasonable judgment subject to the intellectual property rights of any other person or entity. Upon termination, Licensee will promptly return to Acmeor destroy all copies of the Software, and any items or materials containing all or any portion of sAcme . Rightful and lawful termination of the licenses granted hereunder, or expiration under the terms hereof, will not give rise to the right for the non-terminating party to recover damages or to indemnification of any nature. The rights of Acmeunder this section 3 are in addition to any rights or remedies provided under law or this EULA.

4. Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACMEAND ITS SUPPLIERS PROVIDE THE SOFTWARE AND RELATED SERVICES TO LICENSEE AS IS AND WITH ALL FAULTS, AND ACMEAND ITS SUPPLIERS DISCLAIM WITH RESPECT TO THE SOFTWARE AND RELATED SERVICES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS RELATED TO: TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, LACK OF DEFECTS, NEGLIGENCE OR WORKMANLIKE EFFORT, OR CORRESPONDENCE TO DESCRIPTION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND RELATED SERVICES REMAINS WITH LICENSEE. Acme may but is under no obligation to provide Related Services or other services of any kind with respect to the Software, or to further the development of the Software or Related Services. Licensee acknowledges the Software or Related Services may have errors, defects or deficiencies that may not be corrected by ACME. Acme will have no responsibility or liability for the deletion or failure to store any content or user data. It is Licensee's sole responsibility to back up Licensee's data and content. The Software and/or Related Services is intended to be used with and/or may require the installation and/or use of other third party applications or services, including Microsoft Office products ("Other Applications"). Licensee is solely responsible for the Other Applications. Under no circumstances will Acme be liable in any way for Other Applications, including, but not limited to, liability for any errors or omissions in any Other Applications, or for any loss or damage of any kind incurred as a result of the use of the Other Applications. Licensee hereby waives and releases any claims Licensee may have arising or resulting from use, misuse, alteration or loss of Other Applications or the incompatibility between the Software and Other Applications. If the providers of Other Applications cease to make the Other Applications available for interoperation with the corresponding features of the Software and Related Services on reasonable terms, or otherwise render such interoperation technically or commercially unreasonable, Acme may cease providing such features, or may become unable to provide, support or maintain the Software or Related Services in conjunction with such Other Applications, without entitling Licensee to any refund, credit or other compensation.

5. Limitation of Liability. Licensee's use of the Software and Related Services is at Licensee's sole risk. The Software and Related Services are provided on an "as is" and "as available" basis and Acme assumes no responsibility for the timeliness, deletion, misdelivery or failure to store or retain any content, user communications, user data, or personalization settings. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL ACMEBE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND RELATED SERVICES, EVEN IF ACMEHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) In no event will Acme’s liability to Licensee, whether in contract, tort (including negligence), or otherwise, exceed the fees paid by Licensee for the Software and related services for the twelve month period preceding the occurrence of the claim, if any, or, if none, US$10; and (c) The foregoing limitations in this section 5 will apply even if any remedy fails of its essential purpose. Licensee has voluntarily agreed to define the parties’ rights, liabilities and obligations regarding the subject matter of this EULA exclusively in contract pursuant to the express terms of this EULA, and Licensee expressly disclaims that Licensee is owed any duties or is entitled to any remedies not expressly set forth in this EULA.

6. Indemnity. Licensee will defend, indemnify, release and hold harmless ACME, its affiliates, and all officers, directors, employees, consultants, agents, and representatives of any of the foregoing, from and against any and all claims (including third party claims), losses, liability, damages, and/or costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with: (a) unauthorized access to or use of the Software or Related Services, (b) Licensee's violation of this EULA, or (c) Licensee's use of the Software or Related Services or conduct engendered thereby.

7. Export Regulations. The Software, including technical data, may be subject to import/export control laws and regulations. Licensee agrees to comply strictly with all applicable laws, rules or regulations in respect the Software, including all export control or import laws and regulations of any relevant jurisdiction and to obtain licenses to export, re-export or import the Software, as may be required after delivery to Licensee (to the extent permitted by this EULA).

8. Assignment. This EULA may not be assigned or transferred, or its rights or obligations assigned or delegated, by Licensee, in whole or in part, including by way of merger or reorganization (regardless of whether Licensee is the surviving entity), acquisition or otherwise, without the prior written consent of ACME. Any assignment made in violation of this section 8 will be void. Acme may freely assign this EULA without the necessity for consent.

9. Restricted Rights. The use, duplication or disclosure by the U.S. government of technical data, computer software and documentation licensed hereunder is subject to the restrictions as set forth in FAR 52.227-14, DFARS 252.227-7013 – 252.227-7015, and DFARS 252.227-7025, as Acme nded, or other like or successor provisions, as applicable, and are provided under "Restricted Rights". The developer is Acme, Inc., at 350 Townsend Street, Suite 708, San Francisco, CA 94903.

10. Governing Law; Disputes. This EULA and all related disputes (including claims or disputes regarding the Software and/or Related Services) will be governed by and construed under the laws of California and controlling US law. The choice of law rules of any jurisdiction, the United Nations Convention on Contracts for the International Sale of Goods, and the Acme rican Law Institute's *Principles of the Laws of Software Contracts*, will not apply. Any disputes between the parties arising out of or related to this EULA or the Software or Related Services (including tort as well as contract claims, and whether pre-contractual or extra-contractual, as well as the arbitrability of any disputes) will be referred to and finally settled by binding arbitration before the Acme rican Arbitration Association ("AAA") in accordance with the Commercial Rules of Arbitration of the AAA in effect at the time of arbitration except as inconsistent with this section 10. The arbitration will be conducted by telephone, on-line and/or based solely upon written submissions where no in-person appearance is required. If in-person appearance is required, such hearings will be held in San Francisco, California. The arbitrator will apply the law specified in this section 10. All awards may if necessary be enforced by any court having jurisdiction. The existence of any dispute, the existence or details of the arbitration proceeding, and all related documents, materials, evidence, judgments and awards therein, will be kept confidential. Except as required by law, no party will make any public announcements with respect to the proceeding or the award, except as required to enforce sAcme . The parties hereby waive the right to a trial by jury and agree to only bring claims in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Notwithstanding the foregoing, nothing in this section 10 will preclude the right and ability for either party to file and maintain at any time an action for recovery of injunctive or provisional relief in any court of competent jurisdiction under the laws applicable thereto. All claims (excluding requests for injunctive or provisional relief) between the parties must be resolved using arbitration in accordance with this section 10. Should either party file an action contrary to this section 10, the other party may recover lawyers' fees and costs incurred in successfully enforcing this section, provided that the party seeking the award has notified the other party in writing of the improperly filed claim, and the other party has failed to withdraw the claim in a timely manner.

11. Severability. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, such provisions will not affect the validity of the balance of the EULA, and such provisions are herewith waived or reformed to the extent necessary for the EULA to be otherwise enforceable in such jurisdiction.

12. Integration. This EULA is the entire agreement between Licensee and Acme relating to the Software and Related Services and supersedes all prior or contemporaneous oral or written agreements, communications, proposals and representations with respect to its subject matter. No modification to the EULA will be binding, unless in writing and signed by a duly authorized representative of ACME.

*end*