

# Xplore Software License Agreement

This Software License Agreement ("Agreement") is entered into by and between Teenage Tech ("Licensor") and the user ("Licensee") of the software application "Xplore."

## 1. License Grant

Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a limited, non-exclusive, non-transferable license to use Xplore solely for personal or internal business purposes on macOS and iOS devices.

## 2. Restrictions

Licensee shall not:

- a) Modify, adapt, translate, or create derivative works based upon Xplore;
- b) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of Xplore;
- c) Distribute, sublicense, sell, rent, lease, or otherwise transfer Xplore or any rights thereto;
- d) Remove or alter any proprietary notices, labels, or marks on Xplore.

### 3. Ownership

Licensor retains all right, title, and interest in and to Xplore, including all intellectual property rights therein. This Agreement does not convey to the Licensee any rights of ownership in or related to Xplore.

### 4. Term and Termination

This Agreement is effective upon the installation of Xplore and shall continue until terminated. Licensor may terminate this Agreement at any time upon notice to Licensee. Upon termination, Licensee shall cease all use of Xplore and delete all copies thereof.

### 5. Warranty Disclaimer

Xplore is provided "as is," without warranty of any kind. Licensor disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

### 6. Limitation of Liability

In no event shall Licensor be liable for any indirect, special, incidental, consequential, or punitive damages, including, but not limited to, loss of profits, data, or use, arising out of or in connection with Xplore or this Agreement, even if Licensor has been advised of the possibility of such damages.

### 7. Governing Law

This Agreement shall be governed by and construed following the laws of the United States of America.

## 8. Entire Agreement

This Agreement constitutes the entire agreement between Licensor and Licensee regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter.

## 9. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

## 10. Waiver

The failure of the Licensor to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

By installing or using Xplore, Licensee agrees to be bound by the terms and conditions of this Agreement.