**Software License Agreement**

This Software License Agreement ("Agreement") is entered into on [Effective Date] ("Effective Date") by and between:

K-Games Media, 10 Murray St, Sault Ste. Marie, ON, P6A 4P3 ("Licensor")

and

Games Nook II, 756 Queen St E, Sault Ste. Marie, ON, P6A 2B1 ("Licensee")

(collectively referred to as "Parties").

1. **Grant of License**

1.1 **Scope of License:** Licensor grants Licensee a [describe type of license, e.g., non-exclusive, limited, single-user, multi-user] license to use the software product known as "[Your Software Name]" (the "Software").

1.2 **Permitted Use:** Licensee may use the Software for price comparison of cards and products, sell cards based on prices shown, and price items based off prices shown as outlined in Exhibit A (if applicable).

1. **License Fees and Payment**

2.1 **License Fees:** Licensee shall pay Licensor a [one-time fee, subscription fee, or other payment structure] as specified in Exhibit B.

2.2 **Payment Terms:** Payment shall be made within [specify payment terms, e.g., 30 days] of the invoice date.

1. **Updates and Support**

3.1 **Updates:** Licensor may provide updates and enhancements to the Software during the term of this Agreement. Licensee may be entitled to receive such updates at no additional cost or for an additional fee, as specified in Exhibit B.

3.2 **Support:** Licensor shall provide technical support to Licensee as described in Exhibit C.

1. **Intellectual Property**

4.1 **Ownership:** Licensor retains all rights, title, and interest in and to the Software, including all intellectual property rights. Licensee shall not acquire any ownership interest in the Software.

4.2 **Restrictions:** Licensee shall not (a) modify, adapt, or create derivative works of the Software, (b) decompile, disassemble, or reverse engineer the Software, or (c) sublicense, sell, or otherwise transfer the Software to any third party.

1. **Warranty and Liability**

5.1 **Warranty:** Licensor warrants that the Software will operate substantially in accordance with the accompanying documentation for a period of [warranty period] from the Effective Date.

5.2 **Disclaimer:** Except as expressly provided in this Agreement, Licensor makes no other warranties, express or implied, regarding the Software's performance, merchantability, or fitness for a particular purpose.

5.3 **Limitation of Liability:** In no event shall Licensor be liable for any indirect, consequential, or incidental damages, including but not limited to loss of profits, data, or business interruption, arising out of the use or inability to use the Software.

1. **Termination**

6.1 **Termination:** This Agreement may be terminated by either party upon written notice if the other party breaches any material term or condition of this Agreement.

1. **Governing Law and Jurisdiction**

7.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Ontario.

7.2 **Jurisdiction:** Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Ontario.

**Signature Area**

**Licensor:**

Kayden Cormier, K-Games Media

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Licensee:**

Games Nook II

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_