**END** **USER** **LICENSE** **AGREEMENT**

The herein contained End User License Agreement (the ‘**Agreement**’ or ‘**License**’ or ‘**EULA**’)

shall be considered a legally binding agreement between you (an individual or an entity,

hereinafter ‘**Licensee**’ or ‘**You**’ or ‘**Your**’) and Ayush Dev for the use of the specified software:

Oboost, which may include related printed material, media and any other components and/or

software modules, including but not limited to required drivers (the ‘**Product**’). Other aspects of

the Product may also include, but are not limited to, software updates and any upgrades

necessary that Ayush Dev may supply to You or make available to You, or that You obtain after

the initial copy of the Product, and as such that said items are not accompanied by a separate

license agreement or terms of use.

**BY** **WAY** **OF** **THE** **INSTALLATION,** **COPYING,** **DOWNLOADING,** **ACCESSING** **OR**

**OTHERWISE** **USE** **OF** **THIS** **PRODUCT,** **YOU** **ARE** **AGREEING** **TO** **BE** **LEGALLY** **BOUND** **BY**

**THE** **HEREIN** **CONTAINED** **TERMS** **OF** **THIS** **LICENSE** **AGREEMENT.** **IF** **YOU** **DO** **NOT**

**AGREE** **TO** **BE** **BOUND** **BY** **THE** **TERMS** **OF** **THIS** **EULA,** **YOU** **THEN** **HAVE** **NO** **RIGHTS** **TO**

**THE** **PRODUCT** **AND** **SHOULD** **THEREFORE** **NOT** **INSTALL,** **COPY,** **DOWNLOAD,** **ACCESS**

**NOR** **USE** **THE** **PRODUCT.**

**THIS** **PRODUCT** **IS** **PROTECTED** **BY** **COPYRIGHT** **LAWS,** **AS** **WELL** **AS** **ANY** **OTHER**

**INTELLECTUAL** **PROPERTY** **LAWS.** **THIS** **PRODUCT** **IS** **LICENSED** **AND** **NOT** **SOLD.**

**1.** **DEFINITIONS** **AND** **INTERPRETATIONS**

1.01 ‘Agreement’ or ‘License’ or ‘EULA’ shall mean this End User License Agreement.

1.02 ‘Licensee’ or ‘You’ or ‘Your’ shall mean You, the individual or business entity licensing

the Product under of the terms of this Agreement.

1.03 ‘Intellectual Property’ means current and future worldwide rights under patent law,

copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.04 ‘Update’ means maintenance of, or a fix to, a version of Product, including, but not limited

to: a hot fix, patch, or enhancement, none of which function as a standalone service or

other software package and which do not have an additional cost for any existing

Licensee.

1.05 ‘Upgrade’ means a major, standalone version of Product, which may include additional

applications, features, or functionality.

1.06 A person includes a natural person, corporate or unincorporated body (whether or not

having separate legal personality) and that person's legal and personal representatives,

successors and permitted assigns.

1.07 Words in the singular shall include the plural and vice versa.

1.08 A reference to one gender shall include a reference to the other genders.

1.09 A reference to a statute, statutory provision or subordinate legislation is a reference to it

as it is in force from time to time, taking account of any amendment or reenactment and

includes any statute, statutory provision or subordinate legislation which it amends or re-

enacts; provided that, as between the Parties, no such amendment or re-enactment shall

apply for the purposes of this Agreement to the extent that it would impose any new or

extended obligation, liability or restriction on, or otherwise adversely affect the rights of,

any Party.

1.10 A reference to writing or written includes e-mail.

1.11 Any obligation in this Agreement on a person not to do something includes an obligation

not to agree or allow that thing to be done.

1.12 Any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar

expression shall be construed as illustrative and shall not limit the sense of the words

preceding those terms.

1.13 References to articles, sections, or clauses are to the articles, sections, and clauses of

this Agreement.

1.14 ‘We’, ‘us’, and ‘our’, means Ayush Dev.

**2.** **LICENSE** **GRANT.** Ayush Devshall grant to You a non-exclusive license for the use and

installation of the Product subject to all the terms and conditions set forth herein.

Furthermore, this EULA shall also govern any and all software Updates and Upgrades

provided by Ayush Dev that would replace, overwrite and/or supplement the original

installed version of the Product, unless those other Updates and Upgrades are covered

under a separate license, in which case the terms of that license will govern.

**3.** **TERMINATION.** Should You breach this EULA, Your right to the use of the Product will

immediately terminate and shall terminate without any notice being given. However, all

provisions of this EULA, with the exception of the License grant, shall survive termination

and will remain in effect. Upon termination of the License grant, You **MUST** destroy any

and all copies of the Product.

**4.** **INTELLECTUAL** **PROPERTY**

**4.01** **PROTECTED** **PRODUCT**. The Product is protected by copyright and other Intellectual

Property laws and treaties, and as such all rights, title, and interest in and to the content

offered, including but not limited to, any photographs, images, video animation, text, and

music, that may be incorporated as part of the offered content. Such offered content is

protected by copyright laws and international treaty provisions. Therefore, offered content

must be treated as any other copyrighted material, with the exception that it is allowable for

You to make copies as provided by the License. However, printed material, which may

accompany any offered content, may not be copied.

**4.02** **NO** **GRANT** **OF** **RIGHTS**. Except as expressly stated herein, this Agreement does not

grant either Party any rights to the other's content or any of the other's Intellectual

Property. Specifically, Ayush Devowns all Intellectual Property rights in Product.

**4.03** **RIGHT** **OF** **PUBLICITY**. You agree, with respect to publicity that: (a) Ayush Dev may

include Licensee or its brand in a list of Licensees, online, or in promotional materials; and

(b) Ayush Devmay verbally reference Licensee as a licensee of Product.

**5.** **RESTRICTIONS** **ON** **USE**. As a Licensee, You may not: (a) Make use of the offered

content on more than one computer at a time, without prior purchase of additional licenses;

(b) You may not share, distribute, lend, lease, sublicense or otherwise make available, in

any manner whatsoever, to any third party the offered content; (c) Modify, adapt, create

derivative works from or translate any part of the offered content other than what may be

used within Your work in accordance with this License; (d) Reverse engineer, decompile or

disassemble the offered content, nor attempt to locate or obtain its source code; (e)

Attempt to alter or remove any trademark, copyright or other proprietary notice contained

within the offered content; or (f) Make use of any offered content in any manner not

stipulated within this EULA or the documentation accompanying the offered content.

**6.** **UPDATES/UPGRADES**. Ayush Dev may find the need to make available Updates or

Upgrades for the Product, in accordance with the herein contained terms and conditions of

this EULA. It shall be at the sole discretion of Ayush Devto make conditional releases of

said Updates or Upgrades to You upon Your acceptance of another EULA or execution of

another separate agreement. Should You elect to install and make use of these updates,

You are therefore agreeing to be subject to all applicable license, terms and conditions of

this EULA and/or any other agreement.

**7.** **DISCLAIMER** **OF** **WARRANTY.** Ayush Dev shall use reasonable efforts consistent with

prevailing industry standards to maintain Product in a manner which minimizes errors and

interruptions.

**HOWEVER,** **Ayush** **Dev** **DOES** **NOT** **WARRANT** **THAT** **PRODUCT** **WILL** **BE**

**UNINTERRUPTED** **OR** **ERROR** **FREE;** **NOR** **DOES** **IT** **MAKE** **ANY** **WARRANTY** **AS** **TO**

**THE** **RESULTS** **THAT** **MAY** **BE** **OBTAINED** **FROM** **USE** **OF** **PRODUCT.**

**TO** **THE** **FULLEST** **EXTENT** **PERMITTED** **BY** **APPLICABLE** **LAW,** **EXCEPT** **AS**

**EXPRESSLY** **PROVIDED** **FOR** **HEREIN** **AND** **NOTWITHSTANDING** **ANYTHING** **TO** **THE**

**CONTRARY,** **NEITHER** **PARTY** **OR** **ANY** **OFFICER,** **DIRECTOR,** **SUBSIDIARY,**

**AFFILIATE,** **OR** **EMPLOYEE** **OF** **EITHER** **PARTY,** **MAKES** **ANY** **OTHER** **WARRANTY**

**OF** **ANY** **KIND,** **WHETHER** **EXPRESS,** **IMPLIED,** **STATUTORY** **OR** **OTHERWISE,**

**INCLUDING,** **BUT** **NOT** **LIMITED** **TO,** **WARRANTIES** **OF** **MERCHANTABILITY,** **FITNESS**

**FOR** **A** **PARTICULAR** **USE,** **AND** **NONINFRINGEMENT.** **NEITHER** **Ayush** **Dev** **NOR**

**ANY** **OFFICER,** **DIRECTOR,** **SUBSIDIARY,** **AFFILIATE,** **OR** **EMPLOYEE** **OF** **Ayush** **Dev**

**MAKES** **ANY** **REPRESENTATION** **OR** **WARRANTY** **ABOUT** **ANY** **CONTENT** **OR**

**INFORMATION** **MADE** **ACCESSIBLE** **BY** **OR** **THROUGH** **PRODUCT.**

**8.** **LIMITATION** **OF** **LIABILITY** **AND** **REMEDIES**. In spite of any damages that You may or

may not incur for any reason, which may include, but are not limited to, any and all direct

or general damages, the entire liability of Ayush Devand/or any of the aforementioned

suppliers covered under the herein contained provisions of this EULA, along with Your

exclusive remedy with regards to all of the foregoing, shall hereby be limited to the amount

actually paid by You for this Product . The aforementioned limitations, exclusions and any

disclaimers shall apply to the maximum extent allowable by law, even should any

proposed remedy fail its essential purpose.

**9.** **EXPORT** **CONTROLS**. By installing the Product, You hereby agree that You will comply

with any and all applicable export laws, restrictions and all regulations of the U.S.

Department of Commerce, U.S. Department of Treasury, and any other U.S. or foreign

agency or authority with regards to this provision of the EULA. You expressly agree not to

export or re-export, nor allow the export or re-export of the offered content in violation of

any such law, restriction or regulation, including without limitation, export or re-export to

any country subject to any and all applicable U.S. trade embargoes or to any prohibited

destination, in any group specified in the current ‘Supplement No. 1 to Part 740 or the

Commerce Control List specified in the then current Supplement No. 1 to Part 738 of the

U.S. Export Administration Regulations (or any successor supplement or regulations).’

**10.** **U.S.** **GOVERNMENT** **END** **USERS**. The offered content is licensed by the U.S.

Government with RESTRICTED RIGHTS. The use, duplication of, or the disclosure by the

U.S. Government, shall be subject to restrictions in accordance with DFARS 252.227-7013

of the Technical Data and Computer Software clause, and 48 DCR 52.227-19 of the

Commercial Computer Software clause, as applicable.

**11.** **MISCELLANEOUS**

**11.01** **SUCCESSORS** **AND** **ASSIGNS**. This EULA, in its entirety, shall be legally binding upon

and inure to the benefit of Ayush Dev and You, our respective successors and permitted

assigns.

**11.02** **SEVERABILITY**. If any provision of this Agreement is held to be illegal, invalid or

unenforceable by a court of competent jurisdiction, the remaining provisions shall not be

affected.

**11.03** **WAIVER**. If there is any waiver of any breach or failure to enforce any of the provisions

contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any

other provision of this EULA.

**11.04** **AMENDMENTS**. Any waiver, supplementation, modification or amendment to any provision

of this EULA, shall only be effective when done so in writing and signed off by Ayush

Dev and You.

**11.05** **GOVERNING** **LAW**. This EULA shall be governed solely by the laws of the State of

Virginia and of the United States. Should any action arise out of or in relation to this EULA,

such action may be brought exclusively in the appropriate federal or state court in Reston,

Virginia, and as such, You and Ayush Dev irrevocably consent to the jurisdiction of said

court and venue for Reston, Virginia.

**11.06** **ASSIGNMENTS**. You may not assign or transfer any part of this Licensee without the

written consent of Ayush Dev, except that, if a change of control occurs (including a sale or

merger), the Party experiencing the change of control may ensure this License remains in

full force and effect by providing written notice to the other Party within thirty (30) days after

the change of control.

**11.07** **VALID** **AND** **BINDING**. This Agreement constitutes a valid and legally binding obligation

of the Parties, enforceable against the Parties in accordance with its terms, subject in all

respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization,

moratorium and other laws relating to or affecting creditors' rights generally and general

equitable principles.

**11.08** **EFFECT** **OF** **TITLE** **AND** **HEADINGS**. The title of the Agreement and the headings of

Sections, and Clauses are included for convenience and shall not affect the meaning of

the Agreement or the Section.

**11.09** **FORCE** **MAJEURE**. Except for payment obligations, if either Party is prevented from

performing or is unable to perform any of its obligations under this License due to causes

beyond the reasonable control of the Party invoking this provision, including but not limited

to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes

or labor disputes (each, a ‘**Force** **Majeure** **Event**’), such Party's performance shall be

excused and the time for performance shall be extended accordingly provided that the

Party immediately takes all reasonably necessary steps to resume full performance.