

Innovative Business Law Group, PC

End-User License Agreement

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THE "EULA") BEFORE USING THIS SOFTWARE PROGRAM (THE "PROGRAM").

We are distributing this Program for free to individuals who contact the Innovative Business Law Group, PC ("IBLG") and for business use only.

By using the Program, you are indicating that you agree to these terms.

License

The Program is licensed, not sold, to you for use only under the terms of this Agreement. IBLG, as the licensor, reserves all rights not expressly granted to you. This license granted to you for the use of the Program is a limited, non-exclusive, personal, non-sublicensable, non-transferable, non-assignable license to install and use the Program, solely for your personal use, provided that you comply with the terms of this EULA. This license does not allow you to rent, lease, lend, sell, redistribute or sublicense the Program.

No Warranty

IBLG DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM IS FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR IS RELIABLE, ACCURATE, COMPLETE OR OTHERWISE VALID. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PROGRAM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS DISTRIBUTED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND IBLG HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IBLG IS NOT OBLIGATED TO MAINTAIN OR SUPPORT THE PROGRAM, OR TO PROVIDE YOU WITH UPDATES, FIXES, OR SERVICES RELATED THERETO. IBLG DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PROGRAM, THAT THE FUNCTIONS CONTAINED IN PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROGRAM WILL BE CORRECTED. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, CORRECTION AND/OR LOSS, AS THE CASE MAY BE. THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS EULA.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL IBLG BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR

ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROGRAM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF IBLG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IBLG'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT OF ONE DOLLAR (\$1.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS EULA.

No Attorney/Client Relationship Created

The distribution of the Program or its use by you shall not create any attorney/client relationship with IBLG. Any attorney/client relationship will only be created by a written engagement letter between you and IBLG.

Intellectual Property

You do not acquire under this Agreement, any intellectual property or other proprietary rights, including, without limitation, any patents, inventions, improvements, designs, trademarks, including any applications for same, copyright, rights in any confidential information or trade-secrets, in or relating in any way to the Program. Any and all rights not expressly granted herein are reserved by IBLG.

The Program is copyright © 2015 Innovative Business Law Group, PC. All rights reserved. The contents of the Program are subject to protection under U.S. and foreign copyright laws. You are not permitted to use the copyrighted content outside of the normal functions of the Program without the prior written consent of IBLG.

Indemnification

You agree to indemnify, defend and hold IBLG, its partners, licensors, affiliates, contractors, officers, directors, shareholders, members, employees and agents, and their respective successors and/or assigns, harmless from all damages, losses and expenses arising directly or indirectly from (a) any negligent acts, omissions or willful misconduct by you, (b) your use of the Program, (c) any breach of this Agreement by you, and/or (d) your violation of any law or of any rights of any third party. This paragraph shall survive any termination of this EULA.

Applicable Law

The laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules, govern this license and your use of the Program. The sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Boston, Massachusetts, U.S.A. Both you and IBLG consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by state or federal law. The parties agree that the UN Convention on Contracts for the International Sale of Goods

(Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

Miscellaneous

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

If for any reason a court of competent jurisdiction finds any provision of this EULA or portion thereof, to be unenforceable, such provision of this EULA shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA shall continue in full force and effect.

IBLG reserves the right, at its sole discretion, to update or revise this EULA at any time and in any manner.

Except as required by law, the controlling language of this EULA is English. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail.

You may not assign your rights under this EULA to any party without IBLG's prior written consent.

Nothing in this EULA will be construed as creating a joint venture, partnership, employment or agency relationship between you and IBLG, and you do not have any authority to create any obligation or make any representation on IBLG's behalf.

Last modified: August 26, 2015