API License Agreement

THIS API LICENSE AGREEMENT ("Agreement") is made as of the 6th day of December 2023 by and between Seal Team 6 a corporation duly organized and existing under the laws of _____Florida_____ (the "Licensor"), and _____Seal Team 6_____, a corporation duly organized and existing under the laws of _____Florida_____ (the "Licensee").

WHEREAS, the Licensor is the owner or licensor of certain proprietary software application programming interfaces (APIs) as defined below;

WHEREAS, the Licensee desires to license the APIs to develop, market, and distribute certain software products;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions

1.1 "APIs" means the following application programming interfaces developed and provided by the Licensor: [Insert a clear and comprehensive description of the APIs here.]

2. Grant of License

2.1 Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, non-transferable, revocable right to access and use the APIs, solely to develop, test, and support any software applications, services, or products and distribute such applications to end users.

3. Use of Vendor Interface

3.1 Licensee shall use the vendor interface provided by Licensor solely for the purpose of accessing the APIs, shall comply with all instructions and guidelines provided by Licensor, and shall not use the vendor interface for any other purpose without Licensor's prior written consent.

4. Fees and Costs

4.1 Licensee shall pay Licensor the following fees ("Fees"): [Insert a detailed description of the fees and payment terms here.]

4.2 All Fees are due within 30 days of invoice, are non-refundable and are exclusive of taxes, levies, duties, or similar governmental assessments, all of which shall be for Licensee's account.

5. Intellectual Property

5.1 Licensor retains all rights, title, and interest in and to the APIs, including all related intellectual property rights. Licensee agrees to take such actions including any legal proceedings, as Licensor may reasonably request to perfect Licensor's rights to the APIs.

6. Support

6.1 Licensor shall provide technical support for the APIs to Licensee as follows: [Insert a detailed description of the support terms here.]

6.2 Licensee shall provide all necessary assistance to Licensor in order to resolve any problems with the APIs, including, but not limited to, providing necessary data and performing troubleshooting procedures.

7. Non-Exclusive Relationship

7.1 This Agreement is a non-exclusive arrangement. Nothing in this Agreement prevents Licensor from entering into similar agreements with others or from independently developing, using, selling, or licensing documentation, products, and/or services that are similar to or compete with those offered by Licensee.

8. Confidentiality

8.1 Each party agrees to retain in confidence all non-public information and know-how disclosed pursuant to this Agreement that is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential.

9. Termination Obligations

9.1 Upon termination of this Agreement, Licensee shall immediately cease use of, and destroy, all copies of the APIs, and shall certify to Licensor that such actions have occurred. Licensee shall also immediately cease all use of any Licensor trademarks and will not thereafter use any similar trademarks.

10. Disclaimer of Warranties

10.1 The APIs are provided "AS IS" and "AS AVAILABLE" without warranty of any kind. Licensor disclaims

all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

11. Limitation of Liability

11.1 Neither party will be liable for any indirect, punitive, special, exemplary, incidental, consequential, or other damages of any type or kind (including loss of data, revenue, profits, use, or other economic advantage) arising out of, or in any way connected with the APIs, including but not limited to the use or inability to use the APIs, or for any content obtained from or through the APIs, any interruption, inaccuracy, error, or omission, regardless of cause, even if the party from which damages are being sought has been previously advised of the possibility of such damages.

12. Indemnification

12.1 Licensee agrees to indemnify and hold harmless Licensor and its officers, directors, agents, employees, and suppliers from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees), relating to any acts by Licensee or its agents, officers, directors, or employees in using the APIs, leading to claims against Licensor by any third party, except to the extent such claims directly resulted from Licensor's gross negligence or willful misconduct.

13. Notices

13.1 All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, when sent by confirmed facsimile, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

14. Severability

14.1 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

15. Governing Law

15.1 This Agreement shall be governed by and construed in accordance with the laws of [insert jurisdiction'] without regard to its conflict of laws principles.

16. Complete Understanding

16.1 This Agreement constitutes the sole and entire agreement between Licensee and Licensor with
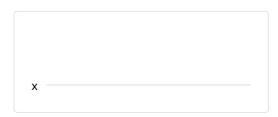
respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreement, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this API License Agreement as of the Effective Date.

X _Eddie Cubas_

X _____

Email of signatory: ecubasmarine2019@fau.edu

Email of signatory:

Timestamp: 12/6/2023

Timestamp: