

SITE LICENSE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____. (the "Agreement")

BETWEEN:

_____ (insert name of licensor)
_____ (insert complete address)
(the "Vendor")

-AND-

_____ (insert name of licensee)
_____ (insert complete address)
(the "Customer")

WHEREAS Licensee has evaluated the software product developed by Licensor, commonly known as _____, and is desirous of obtaining the nonexclusive right to copy this software product for use by its employees.

AND WHEREAS Licensor is desirous of granting Licensee a renewable, nonexclusive, and nontransferable license to permit Licensee to make such product software available for use by Licensee's employees in exchange for a lump sum royalty fee, for lease of user manuals, and for an annual maintenance fee.

In consideration of the mutual covenants contained herein, Licensor and Licensee hereby agree as follows:

1. Definitions

- a. *Licensed Product.* The term "Licensed Product" means the computer program in object code described in Exhibit A hereto. For purposes of this Agreement, the Licensed Product is initially limited to one microcomputer operating system.
- b. *Authorized User(s).* The term "Authorized User(s)" means any current employee of Licensee.
- c. *Representative Authorized User(s).* The term "Representative Authorized User(s)" means any Authorized User under the terms of this Agreement who secures a copy of the Licensed Product for use on a designated microcomputing unit. A Representative Authorized User is charged with the custody, supervision, control, and security of the copy of the Licensed Product which he or she receives from the Licensee and with insuring that one typeset, leased user manual is available for use at each computer terminal on which the Licensed Product is used. For purposes of this Agreement, a person acting as a Representative Authorized User is acting on behalf of Licensee.
- d. *Marketing Territory.* The term "Marketing Territory" means the confines of the Licensee's corporate offices located at _____. (insert complete address)
- e. *Local Network System(s).* The term "Local Network System(s)" means multiple, interactive user terminals connected to a single-processing or a multi-processing microcomputing unit whereby the user of an interactive terminal does not have physical access to the physical storage medium containing a copy of the Licensed Product.

- f. *Free-Standing Workstation(s)*. The term "Free-Standing Workstation(s)" means a self-contained microcomputing unit which is owned or leased by Licensee for the exclusive use of Licensee's employees and for which Licensee has provided a copy of the Licensed Product.
- g. *Key Person*. The term "Key Person" means a person affiliated with Licensee, designated by Licensee in Section 3.b of this Agreement, and authorized by Licensee (i) to receive, retain custody of, and to copy the Licensed Product and updates of the Licensed Product; (ii) to arrange for leasing the user manuals and for procuring supplements to the Licensed Product for use by Authorized Users; (iii) to procure any technical assistance from the Licensor needed in connection with the use of the Licensed Product; and (iv) to receive Licensor's newsletters, announcements and bulletins concerning updates and supplements to the Licensed Product.

2. License

In accordance with the terms of this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a nonexclusive and nontransferable license to use and reproduce the Licensed Product in non-printed, machine readable form only within the Marketing Territory on the Local Network Systems and Free-Standing Workstations owned, leased, or operated by Licensee for use only by Authorized Users. The use of the Licensed Product and related documentation is expressly limited to Licensee's corporate offices located at _____ (*insert complete address*) and no license to use the Licensed Product at any other office, facility, or location is granted, intended, or implied. Each copy of the Licensed Product made by Licensee shall be used on only one (1) Local Network System or Free-Standing Workstation and shall be under the custody, control, and supervision of a Representative Authorized User.

3. Copies of Licensed Product

- a. *Right to Copy; Notices*. The license granted in Section 2 of this Agreement includes the right to copy the Licensed Product in non-printed, machine readable form. In order to protect Licensor's trade secrets and copyrights in the Licensed Product, Licensee agrees not to attempt in any way to obliterate or destroy the trade secret or copyright notice and Licensee's name, address, and user number which are incorporated into and part of the Licensed Product. Licensee agrees to reproduce fully the trade secret or copyright notice and the Licensee's name, address, and user number in all copies of the Licensed Product. Violation of any provision in this Subsection shall be the basis for the immediate termination of this Agreement.
- b. *Procedure When Copies Made*. Licensee's Key Person shall have the sole authority to make copies of the Licensed Product for Representative Authorized Users. Licensee agrees that the Key Person shall make copies of the Licensed Product for Representative Authorized Users only if a Representative Authorized User has executed a copy of the certification attached to this Agreement as Exhibit A hereof. Licensee's Key Person shall also assign each Representative Authorized User a identification number which shall be written on each certification which the Representative Authorized User executes and on each copy of the Licensed Product or update which the Representative Authorized User receives. A separate certification must be executed for each copy of the Licensed Product made and distributed to a Representative Authorized User. Licensee further agrees to retain copies of all executed certifications which, upon reasonable notice and demand, it will produce for inspection by Licensor. For purposes of this Agreement, the Licensee designates the following person to be its Key Person: _____ (*insert full name*) Licensee's Key Person can be reached at the following telephone number during regular business hours: (____) _____. (*insert area code & telephone number*) Licensee agrees to notify Licensor upon a change in the identity of its Key Person.

- c. *Licensee Bears Cost.* Licensee alone shall bear the cost of reproducing and distributing the Licensed Product in accordance with the terms of this Agreement. Licensor shall have no obligation to expend any funds whatsoever in connection with such copying and distributing.