

## **SOFTWARE LICENSE AGREEMENT**

This Agreement is made on \_\_\_\_\_ by and between Jupitermedia Corporation ("Vendor") and \_\_\_\_\_ ("User") currently with the principal place of business at \_\_\_\_\_.

In consideration of the mutual covenants hereinafter set forth, Vendor and User, hereby agree as follows:

### **1. LICENSE**

Vendor grants User a nontransferable and nonexclusive right and license, without the right to grant sublicenses, to use the following software DHTML Hierarchical Menus Version 6 together with any revisions or bug fixes made generally available for Version 6, but not successor updates or versions (the "Software") pursuant to the terms of this Agreement. User may use the Software solely on one (1) Internet Web site, which is currently located at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) (the "Web Site"). Except as specified above, the User shall not sell, assign, disseminate or otherwise make available any portion of the Software to any entity other than a successor in interest to User.

### **2. TERM**

This Agreement is effective from the date on which it is accepted by Vendor and the User.

### **3. EEE**

User shall pay a license fee in the amount of U.S. \$99.00 by check or credit card upon execution of this Agreement.

### **4. ARCHIVAL COPIES AND COPYRIGHT NOTICE**

The User may make archival copies of the Software solely for the User's safekeeping or backup purposes. The User shall safeguard all copies of the software against unauthorized disclosure.

The Software shall always contain the following copyright notice: DHTML HierMenu Code version 6 Copyright © 2004 Peter Belesis. All Rights Reserved. Available solely from Jupitermedia Corporation under exclusive license. Contact [hiermenus2@jupitermedia.com](mailto:hiermenus2@jupitermedia.com) for more information.

### **5. VENDOR WARRANTY**

Vendor represents that it has the right to grant this License. Any rights not granted to User are expressly reserved for Vendor. THE SOFTWARE IS LICENSED "AS IS" AND THE WARRANTY SET FORTH IN THIS SECTION 5 IS THE ONLY WARRANTY MADE BY THE VENDOR. VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL VENDOR BE LIABLE FOR LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**6. USER OBLIGATIONS**

User shall not acquire any proprietary rights in the Software. User shall only use the Software pursuant to the terms of this License and shall not modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Software or remove any proprietary notices on the Software. Notwithstanding the foregoing, User may make minor modifications to the Software to conform the Software to User's application, provided that User agrees to assign all right and interest to the modifications to Vendor, at no cost. User acknowledges that the source code of the Software is confidential and proprietary information of Vendor and will not disclose such information to any third party.

**7. INDEMNIFICATION/LIMITATION OF LIABILITY**

A. Vendor agrees to defend, indemnify and hold User harmless from and against any claim, suit, demand, or other costs alleging that the Software infringes any United States trademark or United States copyright rights of any third party. User's sole remedy, at Vendor's sole option, shall be either (i) the return of any fees paid to Vendor in the twelve (12) months immediately preceding any claim or (ii) replacement of the Software.

B. User agrees to defend, indemnify and hold Vendor harmless from and against any claim, suit, demand, or other costs arising from its breach of this Agreement.

**8. SUCCESSORS**

This Agreement shall be binding upon the successors of each party.

**9. ASSIGNMENT**

No assignment shall be made by User without the prior written consent of Vendor, except for an assignment to a successor in interest to User. Vendor may assign this Agreement freely. Any assignment in violation of this Agreement shall be null and void.

**10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The parties consent to the exclusive jurisdiction of the Courts of the state of Connecticut for any matter arising pursuant to this Agreement.

**11. ENTIRE AGREEMENT**

This is the entire agreement between the parties with respect to this matter and supercedes all prior understandings and may not be modified or amended without a subsequent writing between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day:

Jupitermedia Corporation \_\_\_\_\_

**Vendor**

By: \_\_\_\_\_

Printed Name: Michael DeMilt

Title: VP of Marketing

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

**User**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_