

MapBuilder Integrator

License Agreement

This License Agreement is a legal agreement between you, as either an individual or a legal entity ("Licensee" or "You") and Mashup Technologies, LLC ("Licensor", "We", "Us"), for the software product distributed under the given License Type identified below. Software product includes computer software and may include associated media, printed or electronic documentation and online services, hereafter referred to as Software. By installing, copying, or otherwise using the Software, you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are not authorized to use the Software.

UNLESS SIGNED BY BOTH PARTIES, THIS LICENSE AGREEMENT DOES NOT GRANT ANY RIGHTS TO YOU.

1. SOFTWARE DESCRIPTION

This license agreement refers to

Software: MapBuilder Integrator v2.01

License Type: Standard License

2. OWNERSHIP, LICENSE GRANT, INTELLECTUAL PROPERTY RIGHTS

This is a license agreement and not an agreement for sale. Mashup Technologies, LLC continues to own the title, copyright, and other intellectual property rights of the Software and its Modifications. We grant to you a limited, non-transferable and non-exclusive right to use, copy and modify the Software and/or Modifications. And we retain all rights not expressly granted to you in this Agreement.

3. RIGHTS OF USE

3.1. You may install, use and modify Software in terms of License Type given to you in section 1 of this agreement.

3.1.1. Standard License

You may use the software on any number of web/intranet pages for any number of domains which are registered to the Licensee.

You may not copy, sell, trade, rent, lease, lend, or in any way distribute or transfer any rights of this License Agreement or the Software to third parties.

3.1.2. Professional License

Professional License entitles you to the royalty free distribution of Software in any applications, frameworks, or elements developed using the Software, which do not violate restrictions set in section 4 of this agreement.

4. PROHIBITED USES

You are explicitly not allowed redistributing the Software or Modifications as part of the product, which can be described as a development toolkit or library and which is intended for use by software developers and not end-users.

You may not:

- a) use any part of the Software or Modifications or your knowledge of the Software to create a product with the same or substantially the same functionality as the Software;
- b) transfer, rent, lease, or sublicense the Software or Modifications;
- c) change or remove the copyright notice from any of the files included into the original Software or Modifications.

5. TERMINATION

This Agreement and your right to use the Software or Modifications will terminate immediately without notice if you fail to comply with the terms and conditions of this Agreement. Upon termination, you agree to destroy the Software or Modifications, including all accompanying documents.

6. NO WARRANTIES

Unless required by applicable law or agreed to in writing, the Software is provided on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Software or Modifications and assume any risks associated with your exercise of permissions under this Agreement.

7. LIMITATION OF LIABILITY

You expressly understand and agree that Mashup Technologies, LLC shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of this license agreement or the use of or inability to use the software or the failure to provide support services, even if Licensor has been advised of the possibility of such damages.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives.

LICENSOR

Mashup Technologies, LLC
sales@mapbuilder.net

B.O. Box 397
Bellwood, PA 16617

By

Name (print)

Title

Date

LICENSEE

Name:

Address: _____

By (*Authorized Representative
Signature*)

Name (print)

Title

Date