

## SOFTWARE INCLUSION AGREEMENT

This Licensing Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between <<CustCompany>>, a <<CustState>> company (hereafter "Licensee"), and <<Company>>, (hereafter "Company").

This Agreement shall begin on \_\_\_\_\_, \_\_\_\_ and shall terminate on \_\_\_\_\_, \_\_\_\_\_, unless terminated for any reason by either party upon thirty (30) days prior written notice.

### Recitals

Licensee desires to license Software ("the Software") from Company to be redistributed and included in a product released by Licensee ("the Product" or "Licensee's Product") in accordance with the terms of this Agreement and as outlined in Exhibit B ("the Specifications"), attached herein.

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Company and Licensee hereby agree as follows:

#### 1. Scope of Inclusion.

Company grants to Licensee, its agents, successors, or assigns, those for whom Licensee is acting, and those acting with its authority and permission, a Limited License to use, install and sublicense to others one single copy of the Software and is granted the Limited right and permission to distribute the Software according to the Specifications set forth in Exhibit B to a third-party ("the Sublicensee"). All such sublicenses must be accompanied by an unabridged copy of this license Agreement and must present this license Agreement to each Sublicensee for acceptance prior to any installation of the Software in any format. Licensee is solely responsible for all damages, expenses, fees or costs associated or in connection with any activities under this Agreement. Licensee may not appoint subdistributors or transfer this Agreement under any circumstance. Under no circumstances may Licensee quote a separate fee for or a value ascribed to any component of the Software provided to Licensee by Company under this Agreement.

#### 2. Copyright Notices and Terms.

Licensee's Product may only be copyrighted in whole or in part so long as Company's rightful copyright notice(s) are displayed and credited, and a copy of this license Agreement is included with Licensee's Product. Failure to display Company's copyright notices will constitute a breach in this

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