

This **PRODUCT LICENNSE AGREEMENT** (the “Agreement”)

Dated this **[EffectiveDate]** day of **[DayOfMonth]**, 20**[Year]** (“The execution date”)

Between:

SGS of **2035 Harding St, Hollywood, FL 33020** (The “Vendor”) **OF THE FIRST PART**

AND

[CustomerName] of **[PhysicalLocation]** (the “Licensee”) **OF THE SECOND PART**

BACKGROUND:

The “Vendor” wishes to license a “Product”, composed of the following parts:

- Propriety computer software,
- Airway data collection hardware & firmware
- Data model encapsulated in a database

To the “Licensee” and the Licensee desires to purchase the product license under the terms and conditions stated below

IN CONSIDERATION OF the provisions contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

1. Under this “Agreement” the “Vendor” grants to the “Licensee” a non –exclusive and non transferable license (the “License”) to use **ECCOVSION** (the “Product”)
2. “Product” includes the parts specified in the BACKGROUND section and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Database backups will only be used to reinstall the database in case of a need to recover a lost data state.
4. Title, copyright, intellectual property rights and distribution rights of the “Product” remain exclusively with the “Vendor”. Intellectual property rights include look and feel , data model and the method/scheme the Product collects data and performs data analysis. This “Agreement” “constitutes a license for use only and is not in any way transfer of ownership rights to the Product.
5. This “Agreement” grants a site license to the “Licensee”. The “Product” software may be loaded onto a maximum of one computer.
6. The rights and obligations of this “Agreement” are personal rights granted to the “Licensee” only. The “Licensee” may not transfer or assign any of the rights or obligations granted under this “Agreement” to any person or legal entity. The “Licensee” may not make available the “Product” for use by one or more third parties.

7. The “Product” may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
8. Failure to comply with any of the terms under the license section will be considered a material breach of this “Agreement” and the “Licensee” will be liable and expected to compensate the “Vendor” to offset any product or commercial damage caused by the “Licensee” violation

License Fee

9. The lease price of [LeasePrice] USD paid monthly by the Licensee will constitute the entire license fee and is the full consideration for this “Agreement”

Limitation of Liability

10. The “Product” is provided by the “Vendor” and accepted by the “Licensee” “as is”. Liability of the “Vendor” will be limited to a maximum of the original purchase price of the “Product”. The “Vendor” Will not be liable for any general, special, incidental or consequential damage including, but not limited to , loss of production, loss of profits, loss of revenue, loss of data or any other business or economic disadvantage suffered by the “Licensee” arising out of the use of failure to use the “Product”.
11. The “Vendor” makes no warranty expressed or implied regarding the fitness of the “Product” for particular purpose or that the “Product” will be suitable or appropriate for the specific requirements of the “Licensee”.
12. The “Vendor” does not warrant that the use of the “Product” will be uninterrupted or error-free. The “Licensee” accepts that “Product” in general is prone to bugs and flaws within acceptable level as determined by the industry.

Warrants and Representations

13. The “Vendor” warrants and represents that it is the copyright holder of the “Product”. The “Vendor” warrants and represents that granting the license to use this “Product” is not in violation of any other agreement, copyright or applicable statute.

Acceptance

14. All terms, conditions and obligations of this “Agreement” will be deemed to be acceptable by the “Licensee” (“Acceptance”) upon execution of this “Agreement”.

User Support

15. No user support or maintenance is provided as part of this “Agreement”

Term

16. The term of this “Agreement” will begin on “Acceptance” and is perpetual

Termination

17. This “Agreement” will be terminated and the License forfeited where the “Licensee” has failed to comply with any of the terms of this “Agreement” or is in breach of this “Agreement”. On termination of this “Agreement” for any reason, the Licensee will return the Product to the “Vendor”. The “Vendor” will decouple the Data Model from the Product data so that the “Licensee” can own the data without knowledge on the data model

Force Majeure

18. The “Vendor” will be free of liability to the Licensee where the “Vendor” is prevented from executing its obligation under this “Agreement” in whole or part due to Force Majeure, such as

earthquake, typhoon, hurricane, flood, fire, war or any other unforeseen and uncontrollable event where the “Vendor” has taken any and all appropriate action to mitigate such an event.

Governing Law

19. The Parties to this “Agreement” submit to the jurisdiction of the courts of the State of [State] for the enforcement of this “Agreements” or any arbitration award or decision arising from this “Agreement”. This “Agreement” will be enforced or constructed according to the laws of the state of [State]

Miscellaneous

20. This “Agreement” can only be modified in writing signed by both the “Vendor” and the “Licensee”.
21. This “Agreement” does not create or imply any relationship in agency or partnership between the “Vendor” and the “Licensee”.
22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this “Agreement”. Words in the singular mean and include the plural and vice versa. Words in masculine gender include feminine gender and vice versa. Words in the neuter gender include masculine gender and the feminine gender and vice versa.
23. If any terms, covenant, condition or provision of this “Agreement” is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of this provisions of this “Agreements” will in no way be affected, impaired or invalidated as a result.
24. This “Agreement” contains the entire agreement between the parties. All understanding has been included in this “Agreement”. Representation which may have been made by any party of this “Agreement” may in some way be inconsistent with this final written “Agreement “.All such statements are declared to be of no value in this “Agreement”. Only the written terms of this “Agreement” will bind the parties
25. This “Agreement” and the terms and conditions in this “Agreement” apply to and are binding the “Vendor’s” successors and assigns.

Notices

26. All notices to the parties under this “Agreement” are to be provided at the following addresses, or at such addresses as may be later provided in writing.
[2035 Harding St, Hollywood, FL 33020](#)

WITNESS WHEREOF the parties have duly affixed their signatures under and seal on this **[Day]** day of **[Month]**, 20**[Year]**

SGS

[Company Name]

[Role - Name]

[Role - Name]

[Signature]

[Signature]

("Vendor")

("Licensee")