Software Usage Agreement

Software Usage Agreement

This Agreement ("Agreement") governs the use of software owned by Lead2Deed LLC. ("Company") to the "Recipient" and Recipient's use of Company's Software.

Subject to the terms and conditions of this Agreement, Company grants Recipient a nonexclusive, nontransferable license to use the Company service ("Service") for a period designated herein. Unless otherwise agreed in writing, Recipient shall have a free trial of the software for 30 days at which point, unless terminated as noted herein, Recipient shall pay $9.99/ for up to 5 agents per month for use of the software on the first day of each month until termination of this Agreement.

Recipient acknowledges that this is only a limited nonexclusive license. Company is and remains the owner of all titles, rights, and interests in the Software and any associated trademarks and copyright.

This License permits Recipient to install the Software on more than one computer system, as long as the Software will not be used on more than one computer system simultaneously. Recipient will not make copies of the Software or allow copies of the Software to be made by others, unless authorized by this License Agreement. Recipient may make copies of the Software for backup purposes only.

Recipient agrees to defend and indemnify Company and hold Company harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Recipient's business operations.

The Recipient agrees that nothing contained in this Agreement shall be construed as granting any ownership rights to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information or the Software. The Recipient will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information or the Service. In no way does this Agreement confer any right in Recipient to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Recipient's business.

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND COMPANY AND ITS COMPANYS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO

ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY GIVE RISE TO A WARRANTY. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICE REMAINS WITH RECIPIENT.

COMPANY AND ITS COMPANYS SHALL NOT BE LIABLE FOR LOSS OF USE, LOST PROFIT, COST OF COVER, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEEDING THE AMOUNT RECIPIENT ACTUALLY PAID COMPANY UNDER THIS AGREEMENT (IF ANY).

Company, nor any of Company's employees, members, owners, or any other person or entity working for Company shall use any proprietary information of Recipient such as Recipient and potential Recipient contact information or home addresses in any manner that would compete with Recipient in the real estate field. Company will only access information from Recipient for the purposes of maintenance and technical support and service or internal analytics and development.

Recipient's obligations under this Agreement shall survive any termination of this agreement. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. The Recipient hereby agrees that breach of this Agreement will cause Company irreparable damage for which recovery of damages would be inadequate, and that the Company shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

This Agreement is valid without Company's signature. It becomes effective upon the earlier of Recipient's signature or Recipient's use of the Software.

Termination. Either party to this Agreement may terminate at any time with or without cause with written notice of termination to the other party. Unless indicated in writing, notices may be delivered to Company at:

info@lead2deed.com

3936 Hwy 52 N Suite 336, Rochester, MN 55901

Notices may be delivered to Recipient at the address on file with Company.