



## SOFTWARE LICENSE PURCHASE AGREEMENT

This Software License Agreement ("Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between **MeatBooks, Inc**, 409 Vandiver Drive, Bldg 5- Suite 203, Columbia, MO 65202 ("**Developer**") and \_\_\_\_\_ ("**Licensee**").  
(Name of Owner, Name of Business, & Address)

Developer has developed and licenses to users its software program (the "Software"), and Licensee desires to utilize a copy of the Software program **MeatBooks**®  **Pro 3.1** or  **Standard 3.1**. This software product  **Does**  **Does Not include a website, and**  **Does**  **Does Not include E-Commerce capability**, the maintenance fees for which are described in paragraph 8.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

**1. License.** Developer hereby grants to Licensee, a non-exclusive, limited license to use the Software in the United States of America as set forth in this Agreement. This license is valid upon full payment IAW the provisions of paragraph 4. This license includes all updates to the software for as long as the Licensee continues maintenance support IAW paragraph 8 below.

**2. Hardware.** Hardware  **IS**  **IS NOT** included in this contract. All "Hardware" (computers, Point of Sale, etc), sold with the Software is described in the attached INVOICE if applicable. All Hardware must be prepaid before delivery, and Licensee understands that Hardware Warranty service must be obtained from the manufacturer. INVOICE Attached?  **YES**  **NO**.

**3. Restrictions.** The Software and the accompanying materials are copyrighted and contain proprietary information. Licensee shall not modify, rent, lease, display, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer. Other Restrictions attached?  **YES**  **NO**

**4. Payment.** In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer the total amount of \$ \_\_\_\_\_, in the following manner: \_\_\_\_\_

**5. Installation/Training.** Installation & Training will be "on-site" if possible (if the Licensee is within our normal driving range). Additional training is available for an added fee, which will be agreed upon before the additional training takes place. The charge for installation is \$ \_\_\_\_\_, and the charge for training is \$ \_\_\_\_\_.

**6. Warranty of Title.** Developer hereby represents and warrants to Licensee that Developer is the owner of the Software and has the right to grant to Licensee the rights as set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

**7. Warranty of Functionality.** For a period of 12 months following delivery of the Software to Licensee, and thereafter for as long as the Service Agreement is in effect, Developer warrants that the Software shall perform in all material respects according to the Developer's specifications when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty (regarding the functionality of the Software), Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Licensor. In the event of any defect in the media upon which the Software is provided within 120 days of the date of delivery, Developer shall provide Licensee a new copy of the Software upon return to Developer of the Software

**8. Service Agreement (Software Updates /Tech Support).** The Service Agreement (SA) includes all updates, tech support, and database maintenance, for as long as Licensee maintains the SA. The charge for the SA is \$ \_\_\_\_\_ per month and shall continue until notified by either party in writing. If Developer elects to discontinue maintenance at any time a refund of any then unearned maintenance fees will be made to Licensee. As long as the SA is kept current, the Developer shall provide to the Licensee any new, corrected, or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications

to the Software that increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software. **A Bank Draft Form (ACH Agreement) for the Service Agreement [ ] IS [ ] IS NOT attached.**

**9. Taxes.** In addition to all other amounts due hereunder, Licensee shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

**10. Warranty Disclaimer.** DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**11. Limitation of Liability.** Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

**12. Notice.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, recognized overnight delivery services, or FAX. **If to Developer, send to: MeatBooks, Inc, 409 Vandiver, Bldg 5-Suite 203, Columbia, MO 65202, or FAX: 1-866-458-7598.**

**If to Licensee, send to:** \_\_\_\_\_

**13. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Missouri.

**14. Ownership of Changes/Improvements to the Software.** Any "recommendations or suggestions" to improve and/or change the Software, regardless of source, that are incorporated into the Software, become the property of the Developer

**15. No Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

**16. Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**17. Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**18. Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF,** Developer and Licensee have executed this Software License Agreement on the day and year first above written.

\_\_\_\_\_/\_\_\_\_\_  
(Signature/Initials)

\_\_\_\_\_  
(Printed Name)  
(Developer)  
**MeatBooks, Incorporated**  
409 Vandiver Drive, Bldg 5-Suite 203  
Columbia, MO 65202

\_\_\_\_\_/\_\_\_\_\_  
(Signature/Initials)

\_\_\_\_\_  
(Printed Name)  
(Licensee)