



MPSAV Software & Source Code: End User License Agreement

MPSAV Proprietary Control System Software and Source Code
Reseller and End User License Agreement: EULA

Purpose of Agreement:

This Mussetter Programming Services (MPS or MPSAV) End User License Agreement (EULA) is a legal agreement between MPSAV and you, the AV Integrator (CLIENT or AV INTEGRATOR), and/or your clients (END USER or LICENCEE) who own the hardware system running the MPSAV custom software solution (SOFTWARE PRODUCT or SOFTWARE). By installing, using, reselling, or taking possession of said SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA.

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system device other than the control system device it was intended is not covered under these software license terms. Only 1 copy of this SOFTWARE PRODUCT shall be loaded on 1 hardware device, in a single installation, at a single location. This software license does explicitly grant the licensee permission to modify the provided SOFTWARE PRODUCT, for reasons of a system upgrade, hardware changes, or functionality changes or any other reason that occur within the licensed system only. Running this program on more than one (1) control system device simultaneously is NOT covered under this software license. A separate license is required to run the same SOFTWARE PRODUCT or parts of original source code on more than one control system device concurrently. MPSAV assumes no responsibility for abnormal operation of SOFTWARE PRODUCT if the original SOFTWARE PRODUCT is modified by other third parties.

License Transfer:

This single use license shall remain in force even if SOFTWARE PRODUCT is transferred to any 3rd party for archival or for a transfer of Licensing purposes. This software license shall also remain in effect if the program, source code or touch panel content is retrieved from a control system device by END USER, or any other 3rd party acting on behalf of END USER.

Software Modification:

If any project files covered under this License Agreement are modified by any third party, the appropriate MPSAV copyright notices and this End User License Agreement MUST remain part of the resulting program source code file, in the same readable fashion as it is displayed here, and must be placed in the file at or near the beginning, before any source code declarations and logic routines to be plainly visible to anyone who reads said source code files. Deletion of this EULA text, that may be embedded in the source code of software developed by MPSAV, by any third party is a violation of the License Agreement and a violation of copyright laws. This Software License is only valid for content originally produced by MPSAV. Any additional content created, reused, or added later by any other 3rd party is not covered under this license.

Confidentiality:

CLIENT and END USER (all Licensee's) acknowledges that the SOFTWARE PRODUCT is DEVELOPER'S sole and exclusive property. CLIENTS and END USER shall treat the SOFTWARE PRODUCT and all its parts, including Source Code, and graphics, on a confidential basis and shall not, at any time, disclose the trade secrets embodied in the SOFTWARE PRODUCT or Source Code or supporting documentation to any other person, firm, organization or employee who does not need to obtain access thereto consistent with CLIENTS rights under this Agreement. CLIENT shall devote its reasonable best efforts to ensure that all persons afforded access to the SOFTWARE and/or Source Code protect DEVELOPER'S trade secrets against unauthorized use, dissemination or disclosure to other parties. It is also the CLIENT'S responsibility to make all reasonable effort to inform the END USER of this same responsibility.

Warranties:

The SOFTWARE PRODUCT furnished under this agreement is provided with a limited, 30 day Warranty

on labor, that SOFTWARE PRODUCT will work as described in quote, and fulfill agreed scope to the best of DEVELOPER's capability, and be free of major functionality flaws. DEVELOPER shall make a best effort to produce SOFTWARE PRODUCT that fulfills all aspects requested by the customer. However, some aspects may not be possible to complete to the customer's total satisfaction within a reasonable amount of time and/or expense. MPSAV does not and cannot guarantee resolution of every requirement not specifically delineated within the proposal submitted to CLIENTS and END USERS.

Damage Exclusion:

MPSAV shall not be liable for any incidental, special, punitive or consequential damages, including, without limitation, lost revenue, lost profits, or lost or inaccurate data under any circumstances, project over runs, or dead line penalties. Under no circumstances may MPSAV be liable for the aggregate for more than the licensee fee paid for this SOFTWARE PRODUCT and/or Source Code files.

Limitations:

If any provision of this Agreement is held by a court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to be in full force without being impaired or invalidated in any way.

Complete Agreement:

This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation related to such subject matter. In the event of a conflict between the provisions of this Agreement with any other agreement entered into by DEVELOPER, CLIENT and/or END USER, this Agreement shall take precedence with regards to issues pertaining to said SOFTWARE PRODUCT.