

## ***END USER LICENSE AGREEMENT***

This copy of Wudget ("the Software Product") and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. TDB Soft or its subsidiaries, affiliates, and suppliers (collectively "TDB Soft") own intellectual property rights in the Software Product. The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

### **Acceptance**

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

### **License Grant**

This Agreement entitles you to install and use the Software Product on all devices associated with one Google Account.

### **Restrictions on Transfer**

Without first obtaining the express written consent of TDB Soft, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

### **Restrictions on Use**

You may not use, copy, or install the Software Product on any device that is not associated with your Google Account.

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product.

You may not use the database portion of the Software Product in connection with any software other than the Software Product.

### **Restrictions on Alteration**

You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product. You may not reproduce the database portion or create any tables or reports relating to the database portion.

### **Restrictions on Copying**

You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium.

**Disclaimer of Warranties and Limitation of Liability**

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY TDB SOFT, TDB SOFT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT OR IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SOFTWARE PRODUCT.

TDB Soft makes no warranty that the Software Product will meet your requirements or operate under your specific conditions of use. TDB Soft makes no warranty that operation of the Software Product will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. TDB SOFT WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY DEVICE OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL TDB SOFT, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF TDB SOFT OR ANY OTHER PARTY, EVEN IF TDB SOFT IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS TDB SOFT'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

**Limitation of Remedies and Damages**

All limited warranties on the Software Product are granted only to you and are non-transferable. You agree to indemnify and hold TDB Soft harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

**Governing Law, Jurisdiction and Costs**

This Agreement is governed by the laws of Georgia, without regard to Georgia's conflict or choice of law provisions.

**Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.