

Drywall Easy Estimate Order Form and License Agreement

Contact Details

Company Name:

Company Address:

Postcode

Contact Name:

Contact E-mail address:

Company Tel No:

Contact Mobile Number:

Section A - Licensed Program(s)/Order Details

Drywall Easy Estimate:

Annual main license per Company office _____ No @ £60 per month = £ _____

Annual licence(s) per additional user _____ No @ £20 per month = £ _____

Total licence fee per month £ _____ (Vat exempt)

Payment to be made to:

Drywall Easy Estimate Ltd

Co-op Bank

S/C 08-92-99

A/C 69728750

The licence will become active within forty eight (48) hours of our receipt of this completed agreement or the date the licensee's payment clears in Drywall Easy Estimate Ltd's Bank Account, whichever is the later.

Software License Agreement

THIS AGREEMENT is entered into as of:

Date:	Month:	Year:
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("Effective Date")

by and between
Drywall Easy Estimate Ltd with offices at 3 Farm Mount, Netherton,
Wakefield, WF4 4TS
"LICENSOR"

And

Company Name:

Company Address:

Postcode

"LICENSEE"

WHEREAS, Licensee wishes to license software for the purpose of estimating drywall and Drywall Easy Estimate (DEE) desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1.

GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, DEE grants to Licensee a non-exclusive, non-transferable license to use the software identified in Section A (the "Licensed Programs") for the purpose of estimating drywall. Licensee may use the Licensed Programs in executable format for its own use and may translate or modify the licensed programs or incorporate them into other software.

Licensee may not, however, transfer or

Sub-license the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

2.

CONSIDERATION TO LICENSEE

a. Upon payment of the monthly license fee(s) set forth in Section A attached hereto DEE shall make available to the LICENSEE the licensed program(s) for a period of one month.

3.

COPIES

Licensee may make copies of the Licensed Program in executable code form as necessary for use by Licensee and for backup or archive purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the Licensed Programs. Each Licensed Program is copyrighted but unpublished by DEE. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of DEE to all copies made hereunder, in whole or in part and in any form, of Licensed Programs.

4.

OWNERSHIP

The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the property of DEE.

5.

PROPRIETARY RIGHTS

Licensee recognizes that DEE regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of DEE. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

6.

TERM

The license granted hereunder shall continue unless and until terminated pursuant to section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7.

TERMINATION/SUSPENSION

DEE may suspend use of the licensed program(s) and/or terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within forty-eight (48) hours after written notice thereof from DEE. Upon correction DEE will reinstate use of the licensed program within forty-eight (48) hours.

8.

TERMINATION

In the event of termination use of the Licensed Program(s) will be disabled. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

9.

SYSTEM REQUIREMENTS/MAINTENANCE SUPPORT

Drywall Easy Estimate is compatible with Microsoft Excel 97 – 2003, Excel 2007, Excel 2010, Excel 2013 and Excel 2016 (part of Microsoft Office 2016). Please note - attempting to work with or save Drywall Easy Estimate software in early versions may result in a loss of functionality.

Licensee will provide to Licensee the following support with respect to the Software:

- (i) If during the 1st year of this Agreement, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due to Licensor at the time of termination.
- (ii) In the case that Licensee has technical questions in the use of the Software during the 1st year of this Agreement, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge to Licensee up to a maximum of four (4) hours for each main licensed program.

10.

DELIVERY OF LICENSED PROGRAMS

DEE shall use its best efforts to enable use of the Licensed Programs promptly after receipt of the payment.

11.

WARRANTY DISCLAIMER

DEE licenses, and Licensee accepts, the licensed programs "AS IS." DEE PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

12.

LIMITATION OF LIABILITY

DEE'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO DEE. IN NO EVENT SHALL DEE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

13.

NOTICES

All notices in connection with this Agreement shall be in writing and may be given via the main licence holder email address provided, by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon delivery to the party or if by mail five days after proper deposit in a mail box.

14.

SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

15.

SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

16.

GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the United Kingdom. Both parties hereby consent to such personal and exclusive jurisdiction.

17.

NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of DEE.

18.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or DEE's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

FOR LICENSOR:
Drywall Easy Estimate Ltd

By: _____ (Signature)

Name: Andrew Austerfield

FOR LICENSEE:

By: _____ (Signature)

Name: _____ (Print or Type)

Title: _____ (Print or Type)

Registered Address: Drywall Easy Estimate Ltd
3 Farm Mount, Netherton, Wakefield, WF4 4TS