SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and entered into as of the Effective Date (as defined below) by and between Payroll4US ("Licensor"), and the end user ("Licensee"). This Agreement governs the use of the Software defined herein.

1. DEFINITIONS

1.1. **"Effective Date"**: The date on which Licensee accepts the terms and conditions of this Agreement, by installing, copying, or using the Software.

1.2. **"Software"**: The closed-source payroll software known as Payroll4US, including any accompanying media, printed materials, electronic documentation, updates, and upgrades provided by Licensor.

1.3. **"Documentation"**: User manuals, training materials, specifications, and other information related to the use of the Software, in any form or medium.

1.4. **"License Fee"**: The fee paid by Licensee for the right to use the Software.

1.5. **"License Term"**: The duration for which the Licensee is granted the right to use the Software.

2. LICENSE GRANT AND USE RIGHTS

2.1. **License Grant**: Subject to Licensee's payment of the License Fee and compliance with the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferable, non-sublicensable license to install and use the Software on a single computer owned or leased by the Licensee, solely for Licensee's internal business purposes.

2.2. **Restrictions**: Licensee shall not:

- (a) Copy, modify, or create derivative works of the Software or Documentation;
- (b) Reverse engineer, decompile, or disassemble the Software, except to the extent expressly permitted by applicable law;
- (c) Rent, lease, sublicense, or distribute the Software to third parties;
- (d) Remove or obscure any proprietary notices or labels on the Software or Documentation.

2.3. **Backup Copy**: Licensee may make one backup copy of the Software for archival purposes only.

3. SUPPORT AND MAINTENANCE

3.1. **Support**: Licensor may provide technical support and maintenance services ("Support Services") as outlined in the separate support agreement or purchase order.

3.2. **Updates and Upgrades**: Licensor may make updates or upgrades available to Licensee at its sole discretion. Updates or upgrades provided to Licensee shall be considered part of the Software and subject to the terms of this Agreement.

4. LICENSE FEE AND PAYMENT

4.1. **License Fee**: Licensee shall pay the License Fee in accordance with the terms specified in the applicable purchase order, invoice, or other purchasing documentation.

4.2. **Taxes**: Licensee shall be responsible for any taxes arising from the Licensee's use of the Software, excluding taxes based on Licensor's income.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. **Ownership**: Licensor retains all right, title, and interest in and to the Software and Documentation, including all intellectual property rights. This Agreement does not convey any ownership rights to Licensee.

5.2. **Feedback**: If Licensee provides any suggestions, enhancements, or other feedback to Licensor, Licensor may use such feedback for any purpose without obligation or compensation to Licensee.

6. WARRANTY DISCLAIMER

6.1. **No Warranty**: The Software is provided "as-is" and Licensor makes no warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

6.2. **Limitations**: Licensor does not warrant that the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free.

7. LIMITATION OF LIABILITY

7.1. **Exclusion of Damages**: To the maximum extent permitted by applicable law, Licensor shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, even if advised of the possibility of such damages.

7.2. **Liability Cap**: In no event shall Licensor's aggregate liability exceed the License Fee paid by Licensee for the Software.

8. INDEMNIFICATION

Licensee agrees to indemnify, defend, and hold harmless Licensor from any claims, liabilities, damages, and expenses (including reasonable attorney fees) arising out of or related to Licensee's use of the Software in violation of this Agreement.

9. TERMINATION

9.1. **Termination for Cause**: Licensor may terminate this Agreement immediately upon written notice to Licensee if Licensee breaches any term of this Agreement.

9.2. **Effect of Termination**: Upon termination, Licensee shall cease using the Software and destroy or return all copies of the Software and Documentation to Licensor.

10. MISCELLANEOUS

10.1. **Governing Law and Jurisdiction**: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be resolved exclusively in the federal or state courts located in

Williamson county, Tennessee State, and each party consents to the jurisdiction of such courts and waives any objections to the venue.

10.2. **Dispute Resolution**: Any disputes arising under this Agreement shall be resolved through negotiation or, if that fails, through binding arbitration conducted by a mutually agreed arbitration service provider in Nashville, Tennessee.

10.3. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties concerning the Software and supersedes all prior agreements.

10.4. **Amendments and Waivers**: No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10.5. **Severability**: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.6. **Assignment**: Licensee shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of Licensor.

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