

ITZAM/C

SOFTWARE LICENSE AGREEMENT

I. Introduction

This Software License Agreement ("Agreement") is made between Scott Robert Ladd (hereafter "Developer"), an individual doing business at

2316 Americus Drive
Clearwater, FL, USA 33763-4503

and

Licensee name
Licensee address

The second party above is hereafter referred to as "Licensee". The effective date of this agreement is

_____.

Under this agreement, Developer grants Licensee certain rights in the Itzam/C software package, subject to the terms and conditions of this agreement. Any rights granted under this license do not limit or eliminate rights belonging to Developer.

II. Definitions

"Software" means version 5.0 of Itzam/C, a portable embedded database engine wholly owned and copyrighted by Scott Robert Ladd.

"Derivative Work" means a work that is based on the Software and that, if prepared without permission of the Developer, would constitute a copyright infringement.

III. Items Provided by Developer

Developer shall furnish Licensee the Software, as described above, in computer-readable source code form.

IV. License

Developer grants to Licensee, subject to the terms and conditions herein, a worldwide non-exclusive license to use and modify the source code, and an unlimited right to use, execute, reproduce, sell, lease, or otherwise transfer copies of Derivative Works.

This agreement shall continue in perpetuity, and applies to all bug-fixes and minor enhancements in the Itzam/C series with a version number in the form 5.#.#

Developer hereby reserves all rights in Software not specifically granted by this license agreement.

V. Payment

The fee for the licensed Software is US \$495, and Licensee agrees to pay this fee in U.S. Dollars immediately upon execution of this agreement. This fee includes 20 hours of telephone and e-mail support over the twelve (12) months following the effective date of this agreement. Additional hours of support, coding, or customization will be invoiced at a rate of \$30/hour.

VI. Title

Developer shall retain sole and exclusive ownership of the copyright on the Software.

This agreement does not provide Developer with title or ownership to any enhancements or modifications made by Licensee.

VII. Warranty

Developer warrants that he has the legal right to grant Licensee the license as set out in this agreement and that such license does not infringe any third parties' property or personal rights, other than as stated in Section VII.

Except for the foregoing, Developer makes no other warranties and DEVELOPER SPECIFICALLY DISCLAIMS ANY WARRANTIES CONCERNING THE SUFFICIENCY OF THE SOFTWARE OR SOURCE CODE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE. ALL SOFTWARE AND SOURCE CODE DELIVERED UNDER THIS AGREEMENT SHALL BE DELIVERED "AS IS".

VIII. Entire Agreement

This agreement sets forth the entire understanding between the parties. It may be changed or modified only in writing and must be signed by both parties.

IX. Assignment

Neither party may sell, transfer, assign, delegate, or subcontract any rights or obligations under this agreement without the prior written consent of the other party.

XI. Laws

This contract shall be construed under the laws of the State of Florida and the federal laws of the United States of America.

XII. Signatures

Scott Robert Ladd (Developer)	Date
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Signatory for Licensee	Date
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