

Feit Consulting Inc. License Agreement: Terms of Service

THIS AGREEMENT AND CONFIDENTIALITY is entered into by this end user ("LICENSEE") and Feit Consulting Inc. ("LICENSOR").

By agreeing to these terms of service, LICENSEE certifies that they do not work at a legal information vendor or consulting firm.

WHEREAS, Licensee wishes to license documents for its internal usage only, and FEIT desires to license these documents to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, FEIT grants to Licensee a non-exclusive, non-transferable license to use certain documents or products for its own internal usage and review only. Licensee may use the Licensed Products for its own use, and may translate or modify the Licensed Products or incorporate them into other documents. Licensee may not, however, transfer or sublicense the Licensed Products to any third party, in whole or in part, in any form, whether modified or unmodified.

2. CONSIDERATION TO FEIT

Licensee shall pay the set price, determined by FEIT, for the licensed products. If an advance purchase is made prior to product release, Licensee will receive licensed product on or within five (5) business days of the product release date.

b. Licensed Product fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full.

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4. OWNERSHIP

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

5. PROPRIETARY RIGHTS

Licensee recognizes that FEIT regards the Licensed Products 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 Products, or any portion thereof, to any person other than employees of Licensee without the prior written consent of FEIT. Licensee further agrees to treat the Licensed Products 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 Products.

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. DELIVERY OF LICENSED PRODUCTS

FEIT shall deliver the licensed product on or after the release date, as determined by FEIT. Any purchases made after the License Product release date will be delivered to the Licensee within 72 hours of final online purchase.

8. WARRANTY DISCLAIMER

FEIT licenses, and Licensee accepts, the Licensed Products "AS IS." FEIT PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PRODUCTS, 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 OF THE LICENSED PRODUCT IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

9. LIMITATION OF LIABILITY

FEIT'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 FEIT. IN NO EVENT SHALL FEIT 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.

10. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by email, 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 personal delivery or email to the party, or if by mail five days after proper deposit in a mail box.

11. 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.

12. 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.

13. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of Florida. Lee County, Florida shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. 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 FEIT.

Feit Consulting Inc. – Nondisclosure Agreement

The LICENSEE further agrees for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The LICENSEE and FEIT agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which FEIT is engaged.
2. Exclusions from Confidential Information. LICENSEE's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of LICENSEE; (b) discovered or created by LICENSEE before disclosure by FEIT; (c) learned by LICENSEE through legitimate means other than from FEIT or FEIT's representatives; or (d) is disclosed by LICENSEE with FEIT's prior written approval.
3. Obligations of LICENSEE. LICENSEE shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of FEIT. LICENSEE shall carefully restrict access to Confidential Information to employees, as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. LICENSEE shall not, without prior written approval of FEIT, use for LICENSEE's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of FEIT, any Confidential Information. LICENSEE shall return to FEIT any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if FEIT requests it in writing.
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and LICENSEE's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until FEIT sends LICENSEE written notice releasing LICENSEE from this Agreement, whichever occurs first.
5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose.
6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

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

LICENSEE agrees to abide by the terms of service within this agreement.