



Goldis Consulting Services

End User License Agreement PWCHECK-PRO

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5. **Indemnification** You agree that you are responsible for the use of the Software in a legal manner and not in violation of any rights of your employees, agents or third parties, and you agree to defend and save GCS harmless from any such violations by you.

GCS assumes liability for, and hereby agrees to indemnify, protect, and keep harmless (COMPANY NAME HERE), its agents, employees, officers, directors, suppliers, licensors, successors, and assigns from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including reasonable legal fees, imposed on, incurred by, or asserted against (COMPANY NAME HERE), its agents, employees, officers, directors, suppliers, licensors, successors or assigns in any way related to any claim that any product or service provided by GCS to (COMPANY NAME HERE) violates or infringes upon the patent, copyright, trademark, service mark, trade secret or other legal or equitable right of any third party. GCS's duty to so indemnify (COMPANY NAME HERE) is not subject to the limitations of Paragraph 4 of this Agreement.

6. **Governing law and general provisions** This Agreement will be governed by the laws of the State of Massachusetts, U.S.A., excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, the balance of the Agreement shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, restrictions, or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing, signed by an authorized officer of GCS.



7. **Notice to government end users** If this product is acquired under the terms of (a) GSA contract: use, reproduction, or disclosure is subject to the restrictions set forth in the applicable (COMPANY NAME HERE) Schedule contract; (b) DoD contract: use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of 252.227-7013; (c) Civilian agency contract: use, reproduction, or disclosure is subject to 52.227-19 (a) through (d) and restrictions set forth in the accompanying end user Agreement.

8. **Maintenance, Support and Upgrades** The Software is delivered AS IS as specified in Paragraph 4 of this agreement. This includes 90 days of unlimited telephone support, as well as any new releases or “bug-fixes” that become available during this time.

In addition, you may purchase the Annual Maintenance Option to extend this coverage in one-year increments. The cost of this option is 10% of the base purchase price of the Software for each year the coverage is desired.

GCS shall notify (COMPANY NAME HERE) at least sixty (60) days before expiration of the annual support and maintenance period. (COMPANY NAME HERE) may in its sole discretion elect to renew Support and Maintenance. Fees for all Support and Maintenance renewal periods will be paid annually in advance and may only be increased in accordance with the Fee Section below.

9. **Fees.** Support and Maintenance fees may be increased in an amount not to exceed ten percent (10%), provided, however, that such fees shall not be increased more often than once during any twelve (12) month period, and only if during the same period there was an equal or greater percentage increase in the generally published list price for such Support and Maintenance.



Please indicate your acceptance by completing and signing this agreement below. We will ship the product and return a signed copy to you as soon as possible.

Product:	PWCHECK-PRO	
License Type:	Single Site License	Annual Maintenance Option
License Fee:		10% per year
Site Street Address:		
Site City, State, Zip Code		
Site Country		
Phone:		
Fax:		
E-mail:		

Organization _____

Accepted by Goldis Consulting Services

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Signature _____

Signature _____