Souvenir License Agreement

This Software License is made by **Fredo6** to the Customer as an essential element of the distribution of the Sketchup Plugin **Souvenir**, thereafter referred to as the **Software** within this document.

Section 1 **License Grant and Ownership**

- With the purchase of the software, Fredo6 grants to Customer a worldwide, perpetual, non-exclusive, non-transferable license to install and use the software on Customer's computer systems.

- The software may only be used with a valid license key, generated exclusively for Customer at the time of acquisition of the software.

- The software may be installed and activated on up to the number of computers or devices specified when acquiring the license, as long as the software is only used by the same individual, company or institution.

- Customer is either
    - an individual developer or organization that purchased a copy of the program,
    - a student or educational institution that was issued an educational license key.

- If Customer is an individual, only they may use the issued license key.

- If Customer is a business or an organization, they may assign the license keys to individuals within the organization. A license key may be assigned only to one individual at a time, and the organization may reassign the key as needed.

- The license key may not be made public or distributed to third parties.

- Educational licenses
    - may not be used for commercial projects.
    - have a one year validity when issued to a student, and can be reissued for another year at the end of this period if the individual is still enrolled as a student.

- Except as expressly set forth in this section, Fredo6 shall at all times own all intellectual property rights in the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Customer for the sole benefit of Customer.

- Customer may supply to Fredo6 or allow Fredo6 to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Customer. All such intellectual property shall remain the exclusive property of Customer and shall not be used by Fredo6 for any purposes other than that under which the property was provided.

Section 2 **Copies and Modification**

- Customer may make copies of the software for archival purposes. All copies and distribution of the software shall remain within the direct control of Customer and its representatives.
- The software may not be disassembled or otherwise modified by the Customer or a third party.

Section 3 **Warranties and Representations**

Fredo6 represents and warrants to Customer that:

- it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Customer;
- *Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of no infringement of third party intellectual property rights.*

Section 4 **Indemnification**

- Fredo6 hereby indemnifies and shall defend and hold harmless Customer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by Fredo6 infringes or otherwise violates any rights of any such third party.
- Customer hereby indemnifies and shall defend and hold harmless Fredo6, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Customer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.
- Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the right full to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

Section 5 **Termination**

Fredo6 may terminate this license upon notice for failure to comply with any of terms set forth in this License Agreement. Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications.