

**SOFTWARE LICENSE AGREEMENT**

**AND**

**MONEY BACK GUARANTEE**

**WHEREAS Abbott & Shapiro, LLC, d.b.a. Abbott Jewelry Systems**, having a place of business at **738 Bridgeport Ave, Shelton, CT 06484**, (“VENDOR”, “WE”, “OUR” or “US”) offers “The Edge”, a retail jewelry store management software package (“THE EDGE SOFTWARE”), and

**WHEREAS** \_\_\_\_\_,  
\_\_\_\_\_,  
having a place of business at \_\_\_\_\_,  
\_\_\_\_\_, (“CUSTOMER”, “YOU”, or “YOUR”)  
wishes to purchase a license to use THE EDGE SOFTWARE,

**NOW THEREFORE**, each party agrees as follows:

1. **GRANT OF LICENSE.** VENDOR grants CUSTOMER a nonexclusive license to install and use THE EDGE SOFTWARE provided that CUSTOMER complies with all terms and conditions of this AGREEMENT.
2. **NUMBER OF COPIES.** CUSTOMER agrees to install and use THE EDGE SOFTWARE, for business use, at no more than \_\_\_\_\_ locations, on no more than a total of \_\_\_\_\_ computers at one time. Customer is permitted and encouraged to make, install, and/or distribute unlimited copies for legitimate evaluation purposes.
3. **LICENSE FEE.** CUSTOMER agrees to pay VENDOR the sum of \_\_\_\_\_  
\_\_\_\_\_  
for the use of THE EDGE SOFTWARE, according to the following payment terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. **TECHNICAL SUPPORT.** VENDOR shall provide technical support for THE EDGE SOFTWARE licensed hereunder for a period of six months commencing on the date of this agreement at no additional charge. Thereafter, CUSTOMER may renew Technical Support on an annual basis. The annual renewal fee is currently 15% of the retail price of the software license, but is subject to change. The first renewal will be pro-rated so that subsequent renewals will come due on February 1st of each year.
5. **RESERVATION OF RIGHTS AND OWNERSHIP.** VENDOR reserves all rights not expressly granted to you in this agreement. THE EDGE SOFTWARE is protected by copyright and other intellectual property laws and treaties. VENDOR or its suppliers own the title, copyright, and other intellectual property rights in THE EDGE SOFTWARE. THE EDGE SOFTWARE is licensed, not sold.

6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble THE EDGE SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
7. **ADDITIONAL SOFTWARE/SERVICES.** This agreement applies to updates, supplements, or add-on components, of THE EDGE SOFTWARE that VENDOR may provide to you or make available to you after the date you obtain your initial copy of THE EDGE SOFTWARE, unless we provide other terms along with the update, supplement, or add-on component.
8. **TERMINATION.** Without prejudice to any other rights, VENDOR may terminate this agreement if you fail to comply with the terms and conditions of this agreement. In such event, you must destroy all copies of THE EDGE SOFTWARE and all of its component parts.
9. **DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, VENDOR and its suppliers provide to you THE EDGE SOFTWARE, and support services (if any) AS IS AND WITH ALL FAULTS; and VENDOR and its suppliers hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to THE EDGE SOFTWARE, and the provision of or failure to provide support or other services, information, THE EDGE SOFTWARE, and related content through THE EDGE SOFTWARE or otherwise arising out of the use of THE EDGE SOFTWARE. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement with regard to THE EDGE SOFTWARE.
10. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** To the maximum extent permitted by applicable law, in no event shall VENDOR or its suppliers be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the product, the provision of or failure to provide support or other services, information, THE EDGE SOFTWARE, and related content through the product or otherwise arising out of the use of the product, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of VENDOR or any supplier, and even if VENDOR or any supplier has been advised of the possibility of such damages.
11. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages in contract or anything else), the entire liability of VENDOR and any of its suppliers under any provision of this agreement your exclusive remedy for all of the foregoing shall be limited to the greater of the actual damages you incur in reasonable reliance on THE EDGE SOFTWARE up to the amount actually paid by you for THE EDGE SOFTWARE. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
12. **FREE TRIAL.** YOU may try THE EDGE SOFTWARE before entering into this agreement, at no cost whatsoever, for as long as you want, provided that you utilize THE EDGE SOFTWARE solely for evaluation purposes and not for actual business use.
13. **MONEY BACK GUARANTEE.**
  - 13.1. If, within one year of the date of this agreement, YOU are not completely satisfied with THE EDGE SOFTWARE, WE will refund YOUR entire software license fee within 30 days of YOUR request.
  - 13.2. Upon receipt of the refund, YOU must cease using THE EDGE SOFTWARE, remove it from all of YOUR computers, and return to US or destroy all copies in YOUR possession.
  - 13.3. This GUARANTEE applies only to THE EDGE SOFTWARE license fee. Any other products or services YOU may have purchased from US are excluded.

14. **MISCELLANEOUS.**

- 14.1. **HEADINGS.** The headings appearing at the beginning of the sections contained in this AGREEMENT have been inserted for identification and reference purposes only and shall not be used to determine the construction or interpretation of this AGREEMENT.
- 14.2. **CONSTRUCTION, BINDING EFFECT, AND ASSIGNMENT.** This agreement shall be construed and interpreted according to the laws of the State of Connecticut and shall be binding upon the parties hereto, their heirs, successors, and assigns. References to CUSTOMER and VENDOR shall include their heirs, successors, and assigns.
- 14.3. **ARBITRATION.** Any disputes hereunder shall be submitted to arbitration with a single arbitrator, mutually acceptable to both parties, under the rules of the American Arbitration Association. Any ruling made by the arbitrator shall be final and may be entered as a judgment in any court of competent jurisdiction.
- 14.4. **MODIFICATION OF AGREEMENT.** No modification or amendment of any provision of this AGREEMENT shall be binding unless it is in writing and signed by both parties.
- 14.5. **SEVERABILITY.** If any provision of this AGREEMENT is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby
- 14.6. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire understanding between the parties hereto and supersedes all previous communications, representations and contracts, oral or written, with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT at

Shelton, Connecticut, on \_\_\_\_\_

For CUSTOMER:

Signature: \_\_\_\_\_

For VENDOR:

Signature: \_\_\_\_\_