

## Tools 4 Retirement, LLC Software Download License Agreement

**Important:** By following the link to download any files from the Tools 4 Retirement software download service, you are agreeing to this Software Download License Agreement in its entirety.

This Software Download License Agreement (herein after referred to as the "Agreement") defines the agreement between the customer (herein after referred to as the "Customer") and Tools 4 Retirement, LLC (herein after referred to as "Tools 4 Retirement") concerning a license to use downloaded software (herein after referred to as the "Licensed Software").

### 1. Definitions

- 1.1. - "Authorized User" means an individual who has purchased, or in specific circumstances been gifted by Tools 4 Retirement, a license of the Licensed Software or an individual who has received a license from an individual/organization that has purchase the license on the user's behalf. The number of Authorized Users will not exceed the number of licenses purchased.

### 2. Terms of Agreement

- 2.1 - The term of this Agreement shall commence upon Customers and or Authorized User's use of the Licensed Software and shall remain in force perpetually, unless otherwise specified by Tools 4 Retirement, so long as Customer and all Authorized Users perform as herein provided.

### 3. General

- 3.1. Upon receipt of payment for the Licensed Software, or in specific circumstances Tools 4 Retirement's gifting of the Licensed Software, Tools 4 Retirement grants and the Customer accepts the non-transferable license to use of the Licensed Software.

### 4. Permitted Uses and Restrictions

- 4.1. Only Authorized Users are authorized to use the Licensed Software.
- 4.2. Single license Customers and Authorized Users will not copy the Licensed Software in whole or in part, except for back-up, and multiple computer household purposes.
- 4.3. Multiple or bulk license Customers may make copies of this product in an amount that does not exceed the number of licenses originally purchased from Tools 4 Retirement.
- 4.4. No modifications or changes made by Customer or Authorized Users to the Licensed Software, however extensive, shall reduce the title and ownership rights of Tools 4 Retirement.
- 4.5. Customers and Authorized Users will not copy the Licensed Software in whole or in part, except for back-up, multiple computer household purposes or in the instance where the Customer is purchasing licenses on the behalf of others.
- 4.6. The Customer and all Authorized Users agree not to disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code for the Licensed Software.
- 4.7. The Licensed Software shall at all times contain all proprietary and copyright notices originally appearing in the Licensed Software.

### 5. Warranty Disclaimer and Limitation of Liability

- 5.1. Tools 4 Retirement does not warrant to Authorized Users the suitability of the Licensed Software's quality and functions to the Authorized User's purposes and makes no guarantee that the Licensed Software and its operation will be error-free or that the Licensed Software does not infringe on the rights of a third party.

5.2. Tools 4 Retirement will not be liable for any damages to Authorized Users nor to any third party arising from Authorized Users exercising the rights to usage of the Licensed Software granted in this Agreement.

6. Termination of the Agreement

6.1. Tools 4 Retirement may terminate this Agreement immediately if any Authorized Users breach any of its terms or provisions and may seek compensation for any damages incurred as a result of such breach.

7. Destruction of Licensed Software

7.1. If this Agreement is terminated as per the preceding clause, all Authorized Users shall promptly destroy the Licensed Software.

8. Other

8.1. Should an issue arise regarding a matter not defined in this Agreement or concerning the interpretation of this Agreement, Tools 4 Retirement and the User shall attempt to resolve the matter in good faith by negotiation.