

1 Definitions

**Product: Snooze DAO framework**

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In this agreement, using means developing and distributing (either for free or reward) software which uses or incorporates the product

**SOFTWARE COMMERCIAL LICENSE AGREEMENT Between**

**Mr Andrew James Wood (licensor)**

Signature of licensor

**and**

**(licensee/YOU)**

Signature of licensee

The license shall be valid for the period commencing

and terminating

(inclusive)

for the amount of

£

“Product” shall mean the product (named above) library/routine in object code or source code format, a user guide and any other materials and upgrades or updates thereto including, but not limited to exemplary Source Code files exhibiting and illustrating certain limited functions included in the product.

Licensee shall be the legal entity named above. The title of licensee is non transferable and this license agreement will cease on the death of the licensee (in the case of them being an individual) or the de-registering of the company with the relevant government authorities (in the case of them being a company).

Licensor shall be Mr Andrew Wood or in the event of his death his beneficiaries as defined by his Last Will & Testament

## *2 Title and Ownership*

The title, right and interest in to the product shall remain with the licensor (or in the event of their death their beneficiary as determined by their Last Will & Testament)

Nothing in this Agreement shall be construed as conferring any license and/or right in and to any intellectual property rights whatsoever, whether by implication or otherwise, other than the right to use the product in the manner and to the extent contemplated and granted under this Agreement.

## *3 License Grant*

3.1 Subject to the terms and conditions of this Agreement, the licensor grants to the licensee a non-exclusive, non-transferable and non-sublicensable, host-unlimited, time-limited, restricted and chargeable for-profit license for the amount as specified to download, install and product during a non-extendable period as defined in section 1

3.2 For the avoidance of doubt, YOU may use the product for internal research, education as well as business or commercial purposes including developing and distributing your own software, provided those purposes are not in conflict with this agreement and only during the License Period specified in section 1 above.

3.3 YOU shall explicitly not be permitted to:

- a) copy or distribute the product to any entity not defined as the licensee or legal employee of the licensee named in section 1
- b) reverse engineer, decompile, decrypt, disassemble, extract or translate the product in whole or in part except as provided in this Agreement;
- c) export and/or market the product in whole or in part, or sell, offer for sale, distribute, rent or lease it to any third party;
- d) assign this Agreement to another entity
- e) distribute software incorporating or utilising the product after the termination of this agreement as defined by the dates in section 1

3.4 The product may include third party programs or materials. The license terms with those programs or materials apply to YOUR use of them, and Andrew Wood shall not be held liable for them or for your use of them.

3.5 The product is not designed, intended or authorized for use in any type of system or application in which the failure of the product could create a situation or condition where personal injury or

death may occur including but not limited to medical systems, life sustaining or saving systems, operations of nuclear facilities, aircraft/vehicle navigation and communication systems and/or traffic control systems.

Should YOU use the product for any such unintended or unauthorized use, YOU shall indemnify and hold the licensor Mr Andrew Wood (or his next of kin and beneficiaries) harmless against any and all claims, costs, damages, and expenses, including attorney fees, arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that the licensor were negligent regarding the design or manufacture of the product or any part thereof.

#### *4 Disclaimer and Limitation of Warranty and Liability*

4.1 YOU acknowledge that the product, provided “as is, with all faults”, without any maintenance, debugging, improvement or any other kind of support.

The licensor make no representations and extend no warranties, neither express nor implied, including but not limited to implied warranties, conditions or other terms, of merchantability, satisfactory quality, non-infringement of third-party rights, fitness for a particular purpose and/or your enjoyment with regard to the product and accompanying materials.

4.2 The licensor does not warrant that the operation of the product will be uninterrupted or error-free, or that defects in the product will be corrected. No oral or written information or advice given by the licensor or any of their authorized representatives shall create a warranty.

The terms under this section 4 do not affect, prejudice, limit or exclude any liability for death or personal injury caused by the licensor or licensors affiliates’ negligence.

4.3 In no event shall the licensor or licensors affiliates be liable to YOU for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of personal, business or scientific information and the like) or direct loss of business, business profits, business information revenues or personal cost arising out of the use of or inability to use the product or accompanying materials, regardless of the basis of the claim (whether under contract, negligence or other tort or under statute or otherwise howsoever arising) and even if the licensor or licensors affiliates have been advised or notified of the possibility of such damages.

4.4 The licensor or licensors affiliates’ total liability to YOU for damages for any cause whatsoever not excluded under this section 4 howsoever caused (whether in contract, negligence or other tort, under statute or otherwise howsoever arising) will be limited to YOUR consideration paid for the software that caused the damages.

#### *5 Maintenance*

The licensor is under no obligation to maintain, debug, improve or provide any other kind of support for the product, or to provide YOU with updates, bug fixes, builds or error corrections (collectively “Product Updates”). If the licensor at its sole option, provides Product Updates to YOU, they will be considered part of the product and subject to the terms and conditions of this Agreement.

#### *6 Miscellaneous*

6.1 This Agreement constitutes the entire agreement between the parties with respect to the product licensed under these terms, and it supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter. No amendment to or modification or extension of this Agreement will be binding unless in writing and signed by both the licensor and licensee. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect. No failure or delay by the licensor in exercising their rights or remedies shall operate as a waiver unless made by specific written notice.

No single or partial exercise of any right of the licensor shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy.

6.2 This Agreement shall be exclusively governed by the laws of England.