

## Directions

To obtain a distribution license, print this document and fill in the form on the following pages. Send the form with payment of the license fee to:

**Cyclos — SI**  
**PO Box 31417**  
**San Francisco, CA 94131-0417**  
**USA**

You will receive by mail a receipt for payment of the license fee and a license number which you must use to build authorized copies of your custom installer.

**Purchase Orders.** All license fees must be prepaid. If you require an invoice, you may submit a purchase order, and we will invoice you for the license fee. Purchase orders which include patent indemnity clauses or which require a warranty inconsistent with Smaller Installer's stated warranty will not be accepted.

**Federal Tax Information.** Our Federal tax identification number (EIN) is 77-0085574.

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# Smaller Installer™ Software License Form

This is a legal Agreement between the Licensee named below and Cyclos. By submitting this form with payment of the license fee, you are agreeing to the terms and conditions set forth herein.

Licensee Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Licensee Address: \_\_\_\_\_  
Country \_\_\_\_\_

- 1. Grant of License.** Cyclos grants the Licensee a perpetual, worldwide, non-exclusive license to:
- (a) incorporate the copyrighted Smaller Installer software in a customized installer (“Licensee Installer”) for the Licensee’s product described in Exhibit A.
  - (b) distribute and sublicense the number of copies of the Licensee Installer specified in Exhibit A.

**2. Limitations.**

- (a) Licensee may transfer copies of the Licensee Installer only under sublicense agreements fully protecting all of Cyclos’ ownership rights in Smaller Installer as set forth in this Agreement.
- (b) Licensee may distribute or transfer the Licensee Installer, whether directly or through resellers or sublicensors, only for personal and internal business use by end users.
- (c) Any Licensee Installer distributed or transferred to third parties must incorporate the license number key provided by Cyclos upon receipt of this Agreement.
- (d) Licensee may not modify the object code for Smaller Installer, nor disassemble, decompile or reverse engineer Smaller Installer, or make any other attempt to learn about the source code for Smaller Installer.

**3. Termination.** This Agreement is effective until terminated. Either party may terminate this Agreement upon written notice if the other party materially violates any provision of this Agreement and fails to remedy such violation within thirty (30) days after written notice thereof. Upon termination, Licensee must destroy all copies of Licensee Installer in its possession.

**4. Ownership.** Cyclos is the sole owner of all rights and interests in Smaller Installer, including but not limited to all patent rights, copyrights, and trade secrets in Smaller Installer.

**5. Price and Payment.** In consideration for the rights and license granted herein, and subject to the conditions set forth in this Agreement, Licensee shall pay Cyclos the one time license fee specified in Exhibit A.

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**7. Limitation of Liability.** IN NO EVENT WILL CYCLOS BE LIABLE TO LICENSEE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN RELATION TO THIS AGREEMENT, EVEN IF CYCLOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. Cyclos’ total liability under this Agreement shall not exceed the total amounts received from Licensee hereunder.

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**9. Export Law Assurances.** Licensee agrees and certifies that Licensee Installer will not be shipped, transferred, or reexported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder or will be used for any purpose prohibited by the same.

**10. General.** All matters relating to this Agreement shall be governed by the laws of the state of California. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.

## Exhibit A

Specify the name of the product with which this installer will be used. Please specify this name in the format you wish to have displayed in the License Dialog when the installer is launched.

Product Name: \_\_\_\_\_

Select the desired number of copies to be licensed (check one):

	License Quantity	License Fee
<input type="checkbox"/>	1,000	\$200
<input type="checkbox"/>	10,000	\$500
<input type="checkbox"/>	unlimited	\$1000

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### Business/Technical Contact

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Country \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

### Fees

\$ \_\_\_\_\_ License fee (from above)

\$ \_\_\_\_\_ California residents add applicable sales tax

\$ \_\_\_\_\_ TOTAL DUE

### Payment

Visa, MasterCard, check or money order is acceptable.

Checks and money orders must be drawn on a US bank in US dollars.

Check/Money Order — Make payable to CYCLOS

Visa/MasterCard — Fill in the information below

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Card Holder's Name \_\_\_\_\_

Signature \_\_\_\_\_