Information on Site & Distribution Licenses and Custom Versions

Corporate and Governmental Site License

This is a license for use of the software within your company or goverment agency, and is not transferable. This allows internal use and copying of the software for as many sites / computers as contracted for. (See the ORDER FORM for Site License price schedule). An unlimited Site License allows unlimited copying of the software for internal use by your company or government agency. Distributing, repackaging, or reselling of the software to third parties is not allowed. All licenses are prepaid.

Distribution License

Commercial and Governmental Use

This allows distribution of the Dragons Eye software with software that is distributed by your company or government agency. This license is non-exclusive and non-transferable. Please complete and return the application for a distribution license on the reverse side of this form. Once we receive the completed application, you will be sent a written quote for a one time Distribution License fee. A sample Distribution Agreement is enclosed. All licenses are prepaid.

Private Use

This license is necessary for the use of Dragons Eye products by private individuals. Distributing, repackaging or reselling of the software to third parties is not allowed. All licenses are prepaid.

Custom Versions of the Software

If you require any modifications or changes to the software, please include detailed written information describing all changes you are interested in. Customization fees will be based on the extent of the modifications required to the software so it performs as you describe. Depending on the changes requested, please allow six to eight weeks for custom versions of the software.

Availability of Source Code

It is the policy of Dragons Eye Software not to release the source code of its products.

SAMPLE SITE LICENSE

            DRAGONS EYE SOFTWARE
            2537 THOMASON CIR #175
            ARLINGTON TX, 76006

Dragons Eye Software hereby grants [ORGANIZATION/INDIVIDUAL NAME] a site license for [NUMBER OF SITES/COMPUTERS LICENSED] computers for the use of the following software programs: [DRAGONS EYE SOFTWARE PRODUCTS LICENSED].

This is a perpetual license for the use of the software within your company, and is not transferable. This license allows internal use and copying of the software by as many users/ machines as contracted for. Distribution, repackaging, or reselling of the software, to third parties, is not allowed under this agreement.

DRAGONS EYE SOFTWARE hereby disclaims all warranties relating to this software, whether express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose. DRAGONS EYE SOFTWARE will not be liable for any special, incidental, consequential, indirect or similar damages due to loss of data or any other reason, even if DRAGONS EYE SOFTWARE or an agent of DRAGONS EYE SOFTWARE has been advised of the possibility of such damages. In no event shall DRAGONS EYE SOFTWARE's liability for any damages ever exceed the price paid for the license to use the software, regardless of the form of the claim. The person using the software bears all risk as to the quality and performance of the software.

This agreement shall be construed and enforced in accordance with the laws of the STATE OF TEXAS. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in Tarrant county, Texas. The parties hereby consent to in personam jurisdiction of said courts.

COMPANY: [ORGANIZATION/INDIVIDUAL NAME]

ADDRESS: [ADDRESS]

CITY: [CITY] STATE: XX   ZIP CODE: 00000

AUTHORIZED SIGNATURE: _____

TITLE: _____   DATE: _____

DRAGONS EYE SOFTWARE, AUTHORIZED SIGNATURE: _____

            DATE: _____

SAMPLE DISTRIBUTION LICENSE AGREEMENT

DRAGONS EYE SOFTWARE
2537 THOMASON CIR #175
ARLINGTON TX, 76006

This agreement entered into, by and between DRAGONS EYE SOFTWARE, a Texas company, located at 2537 Thomason Cr. #175, Arlington Texas, 76006 (herein after referred to as "LICENSOR"), and <COMPANY NAME> a <STATE> CORPORATION located at <ADDRESS, CITY, STATE, ZIP CODE> (herein after referred to as "LICENSEE").

This contract allows LICENSEE to DISTRIBUTE the program(s) developed by LICENSOR referred to as <DRAGONS EYE SOFTWARE PRODUCT'S NAME> with software developed by LICENSEE. This perpetual license of the <DRAGONS EYE SOFTWARE PRODUCT'S NAME> software by LICENSOR TO LICENSEE IS NON-EXCLUSIVE AND NON-TRANSFERABLE. LICENSEE shall pay LICENSOR a one time fee of US $<XXX.XX> in exchange for said license. This is a license for <DISTRIBUTION `TYPE'> distribution for use with <YOUR PRODUCT NAME>.

DRAGONS EYE SOFTWARE hereby disclaims all warranties relating to this software, whether express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose.
DRAGONS EYE SOFTWARE will not be liable for any special, incidental, consequential, indirect or similar damages due to loss of data or any other reason, even if DRAGONS EYE SOFTWARE or an agent of DRAGONS EYE SOFTWARE has been advised of the possibility of such damages. In no event shall DRAGONS EYE SOFTWARE's liability for any damages ever exceed the price paid for the license to use the software, regardless of the form of the claim. The person using the software bears all risk as to the quality and performance of the software.

This agreement shall be construed and enforced in accordance with the laws of the STATE OF TEXAS. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in Tarrant county, Texas. The parties hereby consent to in personam jurisdiction of said courts.

This agreement can only be modified by mutual written consent of both parties.

COMPANY: <COMPANY NAME>

_____ _____
AUTHORIZED SIGNATURE   DATE

_____
TITLE

_____ _____
PRESIDENT OF DRAGONS EYE SOFTWARE.   DATE

APPLICATION FOR DISTRIBUTION LICENSE

(Note there is no obligation in completing the application for a quote. Please print or type.)

NAME: _____

COMPANY: _____

TITLE: _____ DATE:_____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP CODE: _____ (COUNTRY:) _____

TELEPHONE #: (____)_____ FAX #: (___)_____

PLEASE COMPLETE AS BEST AS POSSIBLE.

1) I am interested in distributing the progams(s)
      ____ K-Free(tm) ____ Face
      ____ VerReg   ____ Wiz
      ____ Clean   ____ Burst
      ____ Closer   ____ Burst2
      ____ Run   ____ Fried
      ____ ExitW   ____ Bugs

2) In what quantity do you estimate distributing the software indicated above? _____ copies.
     This is per year ____ or one time ____ (check only one).

3) Please describe the intended usage of the DRAGONS EYE SOFTWARE programs indicated in
     question 1. If possible, please describe the software packages(s) that you intend to distribute
     with or using the DRAGONS EYE SOFTWARE programs, and their price or price range. Also,
     please list any other relevant information (feel free to attach additional sheets):

5) State the names(s) of the software package(s)/program(s) which will be distributed using the
     DRAGONS EYE SOFTWARE programs.

6) Incorporated in what state/country _____.