



Application Enhancer™ SDK Software License Agreement

AGREEMENT made this _____ day of _____

BETWEEN _____ The Licensee (called "the Licensee")

AND **UNSANITY LLC** The Licensor (called "the Licensor").

Application Enhancer to be licensed for use in:

PRODUCT NAME _____ VERSION _____

1. Definitions and Interpretations

1.1 In this Agreement, unless the context otherwise requires:

"Agreement" means this Agreement and includes all Schedules and Appendices attached to it or incorporated in it by reference;

"Effective Date" means the date this Agreement comes into force being the date on which it is signed by both parties;

"Software" means the entire Application Enhancer SDK and supporting documentation;

"Product" means the application created using the Software (Application Enhancer SDK);

2. Charges and Payments

2.1 Price

The Application Enhancer must be licensed on a per-use basis. Each Product based on the Application Enhancer system must be licensed individually.

(mark appropriate license type)

- APELite - no license fees (license agreement is still required);
- Freeware - no license fees (license agreement is still required);
- Shareware - \$100/Product; ***
- Commercial - \$1000/Product;

*** Shareware generating revenue greater than \$10,000/year is considered commercial.

2.2 Term

The license covers the life of the Product up to and not including paid upgrades. The Agreement must be renewed at each paid upgrade stage. Free software upgrades do not require a renewal.

2.2.1 At each renewal date, the license fee is due again within 14 days of the renewal.

2.3 Payment

Payment is due for the software at Effective Date. After the Effective Date, 14 days will be given for the payment to be made. After 14 days, the license is revoked until payment is made in full.

3. Confidentiality

Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information which is confidential to the other party.

4. Compatibility

The Application Enhancer license is not compatible with GNU style licenses (GPL/LGPL). The SDK can still be used in projects with GPL/LGPL licenses, but the SDK cannot be included with the download. Any person wishing to compile and distribute a project using the Application Enhancer SDK must obtain it from the Licensor and sign the proper agreement.

5. Warranties

5.1 The Licensor warrants that:

5.1.1 it has the right and authority to grant a license for the Software supplied to the Licensee;

5.1.2 the Software, when used in the specified operating environment, will conform to its published specifications at the time the Software is supplied by the

Licensor;

5.2 The above warranties are in lieu of, and the Licensor disclaims, all other warranties, express or implied, which may be lawfully excluded, including, but not limited to warranties of description, design, merchantability or fitness for a particular purpose.

6. Ownership & Copyright

6.1 All intellectual property rights which may subsist in the Software and associated Documentation shall remain with the owner of such software but the Licensee shall be granted a license to use the Software upon the terms and conditions of this Agreement.

6.2 The Product must include in the Read Me and the About box (if applicable) the following phrase: Uses Application Enhancer system, Copyright © 2002-2008, Unsanity LLC

7. Termination

7.1 The Agreement shall be considered null and void under any of the following conditions;

- The Licensee fails to make the required payment(s);
- The Licensee fails to meet the requirements of this agreement;
- The Licensee is distributing Application Enhancer based software which infringes on other copyrighted material or other intellectual property rights;
- The Licensee fails to properly renew the agreement when required;
- The Licensor discontinues development of the Software;

EXECUTED as an Agreement on the date first above written.

SIGNED on behalf of the Licensee
by a duly authorized officer:

X: _____

Schedule A - Contact Information

Unsanity LLC
4340 E. Indian School Road
Ste. 21-501
Phoenix, AZ 85018
USA
Fax: 602-595-9257

Licensee Address:

Licensee Email:
