

Software End-User License Agreement (“Agreement”)

This Agreement is a binding, legal agreement between Future Designs, Inc. (“FDI”) and (Customer Name), (Street Address, City, State, ZIP) and anyone using the Software (as defined below) on behalf of (Customer Name) (collectively referred to as “Licensee”).

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 - (2) Conferring any license or right with respect to any trademark, trade or brand name, a corporate name of FDI or its affiliates or suppliers, or any other name or mark, or contraction, abbreviation, or simulation thereof; or
 - (3) Imposing on FDI or its suppliers any obligation to furnish any manufacturing or technical information.

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 - (2) Failure of the computer's, server's, or network's hardware to meet the minimum specifications prescribed by FDI for use with the Software;
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 - (4) A force majeure event.

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12. Termination. This Agreement is effective until it is terminated. Licensee may terminate this Agreement at any time by destroying or returning to FDI, all copies of the Software and documentation in its possession or under its control. FDI may terminate this Agreement if FDI finds that Licensee has violated any of the terms of this Agreement and Licensee has failed to cure such breach within 30 days of written notice from FDI (to the extent that such breach may be cured within such time period using diligent efforts), and otherwise, within a reasonable time period (given the circumstances of affecting the cure). Upon notification of termination, Licensee agrees to destroy or return to FDI all copies of the Software and documentation and to certify in writing that all known copies, including backup copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Agreement. Furthermore, termination of this Agreement shall not affect or impair the license of the Software that relates to object code of the Software or object code of the derivative works of the Software (and the use thereof) that has been installed on Licensee's Products prior to the termination of this Agreement.

13. General. This Agreement shall be construed, interpreted and governed by the laws of the State of Alabama without regard to conflicts of law provisions thereof. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court sitting in Madison County, State of Alabama, USA. This Agreement shall constitute the entire Agreement between the parties hereto. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably effect the intention of the parties. It is expressly agreed that Licensee may assign this Agreement and all rights and obligations hereunder, incident to a sale or transfer of all or a part of the assets of the Licensee or a division thereof, or incident to an equity sale, merger or reorganization of Licensee.

14. Effect of Licensor Bankruptcy. All rights and licenses granted by FDI under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including all Software, Documentation and Work Product, is and shall be deemed to be "embodiment[s]" of "intellectual property", for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "Code") (11 U.S.C. § 365(n) (2010)). Licensee shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement and the subject matter hereof.

THIS AGREEMENT IS EXECUTED by duly authorized officers or representatives as of the Effective Date: (Date)

FUTURE DESIGNS, INC.

(Customer Name)

Signature

Signature

Print Name

Print Name

Title

Title