

## End-User License Agreement ("Agreement")

Please read this End-User License Agreement ("Agreement") carefully before downloading and completing the installation of or using Silverware Tools ("Application"). This Agreement governs your acquisition and use of the Application directly from Silverware, Inc or indirectly through a Silverware, Inc authorized reseller or distributor (a "Reseller")

By, downloading and completing the installation process or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you register for a free trial of the Silverware Tools application, this Agreement will also govern that trial. By downloading and installing and/or using the Silverware Tools application, you are confirming your acceptance of the Application and agreeing to become bound by the terms of this Agreement.

This Agreement is a legal agreement between you and Silverware, Inc. and it governs your use of the Application made available to you by Silverware, Inc. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this Agreement, do not install or use the Application, and you must not accept this Agreement.

The Application is licensed, not sold, to you by Silverware, Inc. for use strictly in accordance with the terms of this Agreement.

### License

So long as you obtain the Application from Silverware, Inc. or from an authorized Reseller through an authorized download from the Microsoft AppsSource website, Silverware, Inc. grants you a revocable, non-exclusive, non-transferable, perpetual license to download, install and use the Application solely in accordance with the terms of this Agreement.

### Restrictions

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- copy or use the Application for any purpose other than as permitted under the above section 'License'.
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Silverware, Inc. or its affiliates, partners, suppliers or the licensors of the Application.

- use the application for any purpose that Silverware, Inc considers a breach of this Agreement.

### **Intellectual Property**

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Silverware, Inc..

### **Modifications to Application**

Silverware, Inc. reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

### **Updates to Application**

Silverware, Inc. may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Silverware, Inc. has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

### **Third-Party Services**

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Silverware, Inc. shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Silverware, Inc. does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

### **Term and Termination**

This Agreement shall remain in effect until terminated by you or Silverware, Inc..

Silverware, Inc. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Silverware, Inc., in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by uninstalling the Application.

Upon termination of this Agreement, you shall cease all use of the Application and uninstall all copies of the Application.

Termination of this Agreement will not limit any of Silverware, Inc.'s rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

### **Indemnification**

You agree to indemnify and hold Silverware, Inc. and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

### **No Warranties**

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Silverware, Inc., on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Silverware, Inc. provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Silverware, Inc. nor any Silverware, Inc.'s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of Silverware, Inc. are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Silverware, Inc. and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application.

To the maximum extent permitted by applicable law, in no event shall Silverware, Inc. or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if Silverware, Inc. or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

By installing or using any component of the Application, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

## Amendments to this Agreement

Silverware, Inc. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

## **Governing Law**

The laws of Arizona, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Good.

## **Contact Information**

If you have any questions about this Agreement, please contact us.

Silverware, Inc  
5644 E. Thomas  
Phoenix, Arizona 85018  
480-423-8324  
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## **Entire Agreement**

The Agreement constitutes the entire agreement between you and Silverware, Inc. regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Silverware, Inc..

You may be subject to additional terms and conditions that apply when you use or purchase other Silverware, Inc.'s services, which Silverware, Inc. will provide to you at the time of such use or purchase.